



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, January 3, 2023

**Sherwood City Hall
22560 SW Pine Street
Sherwood, Oregon**

**6:00 pm Community Enhancement Program Committee Meeting
(See CEP Meeting Agenda)**

7:00 pm City Council Regular Meeting

This meeting will be live streamed at
<https://www.youtube.com/user/CityofSherwood>

AMENDED AGENDA



Home of the Tualatin River National Wildlife Refuge

6:00 PM CEP Meeting

See Community Enhancement Program (CEP) Agenda

7:00 PM REGULAR SESSION

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PRESENTATIONS

A. Swearing In of newly Elected Officials (Keith Campbell, City Manager)

5. APPROVAL OF AGENDA

6. CONSENT AGENDA

- A. Approval of December 2, 2022 City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
- B. Approval of December 6, 2022 City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
- C. Approval of December 7, 2022 City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
- D. Resolution 2023-001, Appointing Brie Scrivner to the Sherwood Library Advisory Board** (Adrienne Doman Calkins, Library Manager)
- E. Resolution 2023-002, Approving an Employment Agreement with Ryan Adams to Serve as City Attorney** (Alan Rappleyea, Interim City Attorney)
- F. Resolution 2023-003, Authorizing City Manager to execute a purchase order for the purchase and installation of a playground structure and swing set for Woodhaven Park** (Craig Sheldon, Public Works Director)
- G. Resolution 2023-004, Authorizing an amendment to the existing Angelo Planning Group/MIG contract for the Sherwood West Re-look project** (Erika Palmer, Planning Manager)
- H. Resolution 2023-005, Ratifying the Collective Bargaining Agreement with AFSCME** (Keith D. Campbell, City Manager)
- I. Resolution 2023-006, Ratifying the Collective Bargaining Agreement and Approving a Sabbatical Memo of Understanding with SPOA** (Keith D. Campbell, City Manager)

7. CITIZEN COMMENTS

AGENDA

SHERWOOD CITY COUNCIL January 3, 2023

**6:00 pm Community Enhancement
Program Committee
(See CEP Agenda)**

7:00 pm City Council Regular Session

**Sherwood City Hall
22560 SW Pine Street
Sherwood, OR 97140**

**This meeting will be live streamed at
<https://www.youtube.com/user/CityofSherwood>**

AMENDED AGENDA

8. NEW BUSINESS

A. City Council Selection of Council President (Mayor Rosener)

9. CITY MANAGER REPORT

10. COUNCIL ANNOUNCEMENTS

11. ADJOURN

How to Provide Citizen Comments and Public Hearing Testimony: Citizen comments and public hearing testimony may be provided in person, in writing, or by telephone. Written comments must be submitted at least 24 hours in advance of the scheduled meeting start time by e-mail to Cityrecorder@Sherwoodoregon.gov and must clearly state either (1) that it is intended as a general Citizen Comment for this meeting or (2) if it is intended as testimony for a public hearing, the specific public hearing topic for which it is intended. To provide comment by phone during the live meeting, please e-mail or call the City Recorder at Cityrecorder@Sherwoodoregon.gov or 503-625-4246 at least 24 hours in advance of the meeting start time in order to receive the phone dial-in instructions. Per Council Rules Ch. 2 Section (V)(D)(5), Citizen Comments, "Speakers shall identify themselves by their names and by their city of residence." Anonymous comments will not be accepted into the meeting record.

How to Find out What's on the Council Schedule: City Council meeting materials and agenda are posted to the City web page at www.sherwoodoregon.gov, generally by the Thursday prior to a Council meeting. When possible, Council agendas are also posted at the Sherwood Library/City Hall and the Sherwood Post Office.

To Schedule a Presentation to the Council: If you would like to schedule a presentation to the City Council, please submit your name, phone number, the subject of your presentation and the date you wish to appear to the City Recorder, 503-625-4246 or Cityrecorder@Sherwoodoregon.gov

ADA Accommodations: If you require an ADA accommodation for this public meeting, please contact the City Recorder's Office at (503) 625-4246 or Cityrecorder@Sherwoodoregon.gov at least 48 hours in advance of the scheduled meeting time.



**SHERWOOD CITY COUNCIL MEETING MINUTES
22560 SW Pine St., Sherwood, Or
December 2, 2022**

EXECUTIVE SESSION

- 1. CALL TO ORDER:** The executive session was called to order at 6:01 pm.
- 2. COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Kim Young, Renee Brouse, Doug Scott, Taylor Giles, and Linda Henderson.
- 3. STAFF PRESENT:** City Manager Keith D. Campbell, Interim City Attorney Alan Rappleyea, and SGR Consultant Mark McDaniel.
- 4. TOPICS**
 - A. ORS 192.660(2)(a), Employment of Public Officers**
- 5. ADJOURN:**

The executive session was adjourned at 9:40 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Tim Rosener, Mayor



SHERWOOD CITY COUNCIL MEETING MINUTES
22560 SW Pine St., Sherwood, Or
December 6, 2022

WORK SESSION

1. **CALL TO ORDER:** Mayor Mays called the work session to order at 5:45 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Renee Brouse and Kim Young. Councilors Taylor Giles and Doug Scott participated remotely. Councilor Linda Henderson arrived at 5:55 pm.
3. **STAFF PRESENT:** City Manager Keith D. Campbell, Interim City Attorney Alan Rappleyea, Public Works Director Craig Sheldon, Community Services Director Kristen Switzer, IT Manager Richard McCord, Planning Manager Erika Palmer, Civil Engineer Craig Christensen, Economic Development Manager Bruce Coleman, Police Chief Ty Hanlon, and City Recorder Sylvia Murphy.

OTHERS PRESENT: Kittelson & Associates representatives Tony Roos and Meghan Nelson.

4. TOPICS:

A. UGB Expansion Request Options

Planning Manager Erika Palmer presented the "Discussion on Metro's Major Amendment Process to the Urban Growth Boundary" PowerPoint presentation and provided background. She explained that she wished to get feedback from Council regarding the possibility of proceeding with a major amendment to the UGB (Urban Growth Boundary). She provided an overview of Metro's major amendment process and criteria on page 3 of the presentation. She outlined the major amendment proposal criteria and explained that if the Metro Council determined that there was a need to amend the UGB, additional factors would be taken into consideration. She recapped the additional factors on page 5 of the presentation. Ms. Palmer stated that there were two options for Council to consider. The first option was to move forward with the major amendment proposal to the UGB for employment lands. The second option was to complete the Sherwood West Concept Plan in early 2023 and make a proposal to Metro for a UGB expansion in the spring of 2024. She recapped that if Council wished to proceed with Option 1, the application was due no later than March 15, 2023 and a consultant would need to be hired in order to complete the Metro criteria work. She remarked that Option 1 was a tight deadline, and other work priorities may need to be delayed in order to make the Metro deadline. Ms. Palmer explained that Option 1 was an "unsure process" and that Metro staff had said that no city, county, or individual property owner in the region had utilized Metro's major amendment process requesting to bring employment land into the UGB. Ms. Palmer asked for Council feedback on Option 1. Councilor Scott asked why it was important to pursue the tight deadline of Option 1 instead of completing the process that was already underway for the completion of the Sherwood West Concept Plan? Mayor Mays

commented that a year ago, they had forecasted that the city would be further along in the process than it currently was. He continued that he had wanted city staff to get Council's feedback on pursuing Option 1 since Council served as the policy makers for the city. Councilor Scott asked for further clarification and explained that he meant that the city already had a lot of industrial land within city limits that had been and would continue to be developed, so why was it critical that it be "fast tracked" now versus a year from now? Mayor Mays replied that he would not categorize this as critical, and discussion occurred. Council President Rosener asked for Economic Development Manager Bruce Coleman's thoughts on the urgency of the matter. Economic Development Manager Coleman commented that he did not view it as urgent and acknowledged that completing a major amendment to the UGB was a very involved process. He stated that the city did need to get land ready and commented that he believed that all of Sherwood's prime land would be used up within the next five years, and the city needed to be ready for that eventuality. He said that it would be important for planning purposes to determine how to get land into the UGB and to determine when the city would be ready to complete an ask to Metro. He recapped that he did not feel that it was urgent, but it was critical that the city be ready when the time was right to get an approval from Metro for bringing in more employment land into the UGB as well as having an implementation plan for that new land. Council President Rosener commented that the city may need to ask Metro several times to allow industrial land to be brought into the city's UGB. Councilor Young referred to a similar discussion held by Council in the previous year and recapped that Council had decided not to complete a major amendment request to Metro because they wanted the Sherwood West Relook to be complete and the housing design standards to have been updated before completing an application. Mayor Mays commented he would love to submit a request because he wanted to get as much industrial land into the UGB as possible, but he did not see a reasonable path to success given the tight deadline for applying. Planning Manager Palmer outlined the timeline for Option 2 on page 8 of the presentation and explained that Option 2 would result in the city completing an ask to Metro in the spring of 2024. Councilor Brouse asked if the timeline shown in Option 2 would allow for the Sherwood West Concept Plan to be completed? Ms. Palmer replied that was correct. Mayor Mays asked how realistic Option 2 was? Ms. Palmer replied that it was a realistic option and explained that many projects would soon be finished that would make Option 2 a feasible option. Councilor Brouse commented that by pursuing Option 2, it would allow the city to have further discussions with the Sherwood School District regarding the areas closer to the schools. Councilor Scott commented that he served on the Sherwood West CAC and explained that the committee met every 4-6 weeks, and commented that in the future, those types of committees should meet more frequently in order to get more work done. Council President Rosener spoke on HB 2001 and the Sherwood West Concept Plan and commented that HB 2001 had made the process incredibly challenging, and discussion occurred. Mayor Mays asked if any other Metro region cities were considering completing an ask in 2024? Planning Manager Palmer replied that she did not have that information. Economic Development Manager Coleman replied that Hillsboro probably would complete an ask in 2024. Council President Rosener commented that there were also re-zoning concepts that the city needed to get worked out as well. Planning Manager Palmer replied that the new zoning concepts could be completed after an ask to Metro was complete. Councilor Scott asked if Council wanted to proceed with Option 1 or Option 2? Council consensus was to proceed with Option 2.

B. Update on Ice Age Drive Project

Public Works Director Craig Sheldon introduced Kittelson & Associates representatives Tony Roos and Meghan Nelson. Mr. Roos presented the "Ice Age Drive – Roadway Alignment and Feasibility Study" PowerPoint presentation (see record, Exhibit B) and explained that this project began in 2021 and

explained that the project was an Ice Age Drive extension that would go from Oregon Street to 124th Avenue through the Tonquin Employment Area (TEA). He provided an overview of the map on page 2 of the presentation and explained that the areas in red were areas that were either currently under development or had been built, and included the Sherwood Commerce Center, Tualatin-Sherwood Corporate Park, and the Willamette Water Treatment Plant. He explained that those developments were building out their portions of Ice Age Drive along their northern frontages. He explained that the blue areas were the areas most impacted by the extension of Ice Age Drive. Mr. Roos stated that the goal of the feasibility study was to identify a preferred alignment that took into consideration the water, sewer, stormwater, and roadway constraints of the area. He outlined that the constraints of the area included significant easements from BPA and PGE, a Kinder Morgan gas line, various utilities, wetland areas, Hedges Creek, and existing development plans. Mayor Mays asked if the alignment shown on page 4 of the presentation was the actual alignment for Ice Age Drive? Mr. Roos replied that it was a very close representation of the actual alignment for the road. Mr. Roos provided an overview of the Ice Age Drive roadway cross-section and explained that it would be a 3-lane Collector cross-section, per the city's TSP and that at the SW Oregon Street connection would warrant a signal and the SW 124th Avenue connection would likely need a signal once the TEA was fully developed. Mayor Mays asked who was responsible for putting in the signal? Mr. Roos replied that that would be a condition of development when it reached the point of needing a signal and added that a signal would likely be necessary in 15-20 years. Mayor Mays asked for more information on how it was determined if a signal was needed and if it was based on development on Sherwood's side or Tualatin's side? Mr. Roos replied that his prediction was based on the regional growth model that took both Sherwood and Tualatin's growth and development into consideration. Mayor Mays commented that he would like more information on how that was determined. Councilor Henderson asked if the Oregon Street alignment shown on page 6 of the presentation was the only alignment option because she was concerned about the employee traffic created by Allied Systems. Mr. Roos replied that the signal alignment shown was offset from Allied System's driveway. Councilor Giles commented that he thought that the alignment for that area would be right-turn only from Ice Age Drive onto Oregon Street. Council commented that it would be a signal instead and discussion occurred. Public Works Director Sheldon clarified that Washington County would tell the city where to place the signal because Oregon Street was a county road. Economic Development Manager Bruce Coleman added that it was determined through an Access Management Plan that was completed by the property owners and was the alignment that the county had said they wanted for Oregon Street. Mr. Roos provided an overview of the five initial roadway alignment alternatives for Ice Age Drive on page 7 of the presentation and explained that the red dots on the map represented PGE or BPA towers or wood pole sets and the alignments tried to follow property lines. He outlined the three refined roadway alignment alternatives on page 8 of the presentation. He explained that once the refined roadway alignment alternatives had been established, they then looked at the sanitary sewer service areas. He continued that they had determined that options 4 (E/W-North), 5 (E/W-Middle), 6 (E/W-South) were the recommended alternative alignments based on their area served and cost per acre. Mr. Roos outlined that they then looked at the construction costs, utility relocation costs, and additional costs for the three recommended alternative alignments and determined that the North alignment alternative was the least expensive option at an overall cost of \$11.2 million. Mayor Mays commented that the overall cost for any of the options would be more than what was listed. Mr. Roos replied that the price he had stated was a forecast for the selected alignment, not the overall project cost. He explained that the South Alignment was more expensive to build, but the East-West Connector was shorter, versus the North Alignment, which was cheaper to build up front, but the East-West Connector was longer. He reported that the delta between the North, Middle, and South alignment alternatives was roughly \$1 million. He recapped the alignment alternative evaluation table on page 13

of the presentation and provided an overview of the evaluation criteria. He stated that the Middle option had a high EF factor (electromagnetic factor) which would necessitate the power lines needing to be raised and reported that the South option would be the smoothest path forward. He explained that the "property impacts" evaluation category looked at how much each property lost to the roadway and commented that the North option significantly impacted Lot 700. Mayor Mays asked who had the most authority on what alignment the road could be? Mr. Roos replied that the city and PGE had the most authority to control the road alignment. Councilor Henderson asked why PGE was requiring that the lines be raised? Mr. Roos replied that the closer the lines were, the more likely the electromagnetic field would have an impact on people. Councilor Henderson asked if the city had ever raised lines before when putting in an infrastructure project under PGE? Mayor Mays replied that they had not. Mr. Roos clarified that it had to do with how much space there was, so in previous projects, there had been enough space to accommodate the EF factor. Council President Rosener asked for clarification on the ranking system they used in the alternative evaluation table in terms of determining if it was worth it to pursue the more expensive option because it opened up land. Mr. Roos explained that there was a 10-acre difference between the three alignments, but when looking at the development potential, the middle option was encumbered by the number of easements along the alignment. Councilor Young asked if a ranking of 1 meant it was the best option? Mr. Roos replied that was correct. Councilor Henderson asked Public Works Director Sheldon what existing road in Sherwood would the new road be similar to? Mr. Sheldon replied that the new road would be similar to Galbreath. Mr. Sheldon explained that depending on what happened with the gas line, it was possible that the city would not be allowed to construct the roadway with a covered sidewalk and would instead have to use the easement of one of the sidewalks. He explained that there may not be sidewalks, but there could be a way to go around in a BPA easement that would allow the city to put in some sort of walkway on the opposite side. He clarified that they were not far enough along in the process with BPA to determine where the walkway would be located. Mayor Mays asked what the value of a center turn lane on the corner of the Sherwood Commerce Center was to a citizen or a business owner? Mr. Roos replied that the Sherwood Commerce Center had a driveway, and if there was a 100-foot turn pocket and transitioned it out, it did not save enough area to remove the section that cut through the corner of the Sherwood Commerce Center lot. He added that there may be some savings in reducing it down as the design was refined. Mayor Mays asked if the South alignment was the best option when it came to sewer and stormwater? Public Works Director Sheldon replied that the South option was good for both sanitary and stormwater and added that more properties would be able to be served with the South option. Mr. Roos outlined the projected project cost on page 14 of the presentation and explained that the figures used for water and sewer were more imprecise as those costs were based on the type of use, which could not be determined yet. Council President Rosener asked if the funds had already been earmarked? Mr. Sheldon replied that the funds had been earmarked. Mr. Roos recapped next steps and explained that they would come back in January for Council to approve the chosen alignment. Mayor Mays asked who was building the connector portion of the road and asked if the road needed to connect or just the sewer line? Mr. Sheldon replied that the city would need to build roughly 400 feet. He explained that once Council approved the preferred alignment in January, staff could prepare the final design scope and budget for approval in February or March 2023. Mayor Mays asked Civil Engineer Craig Christensen if he agreed that the South option was the best alignment? Mr. Christensen replied that the South option was the best alignment because it ran the most perpendicularly with BPA and PGE and it avoided the Hedges Creek area. Discussion regarding potential traffic flow on Ice Age Drive occurred. Public Works Director Sheldon recapped that since Council had selected the Southern Alignment option, staff would refine the plans and bring their findings back to Council in January 2023.

OTHER BUSINESS DISCUSSED:

Council President Rosener stated that it was time to schedule the City Manager's annual review and explained that Councilor Brouse had offered to lead the review subcommittee. He stated that Council wished to do a 360 review and commented that an executive session should be scheduled for January to complete their review. Councilor Young asked if the January executive session would be to discuss the review process or to hold the City Manager's review at that time, and discussion occurred. Councilor Giles volunteered to serve on the review subcommittee with Councilor Brouse.

5. ADJOURNED:

Mayor Mays adjourned the work session at 6:50 pm and convened a regular session.

REGULAR SESSION

- 1. CALL TO ORDER:** Mayor Mays called the meeting to order at 7:00 pm.
- 2. COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Renee Brouse, Linda Henderson, and Kim Young. Councilors Taylor Giles and Doug Scott participated remotely.
- 3. STAFF PRESENT:** City Manager Keith D. Campbell, Interim City Attorney Alan Rappleyea, Public Works Director Craig Sheldon, Community Services Director Kristen Switzer, IT Manager Richard McCord, Planning Manager Erika Palmer, Police Chief Ty Hanlon, and City Recorder Sylvia Murphy.
- 4. APPROVAL OF AGENDA:**

MOTION: FROM COUNCILOR YOUNG TO APPROVE THE AGENDA. SECONDED BY COUNCILOR BROUSE. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.

5. CONSENT AGENDA:

- A. Approval of November 15, 2022 City Council Meeting Minutes
- B. Approval of November 16, 2022 City Council Meeting Minutes
- C. Resolution 2022-084, Appointing Elizabeth Flores to the Sherwood Cultural Arts Commission
- D. Resolution 2022-085, Authorizing the City Manager to sign an amendment to the Broadband Users Group IGA
- E. Resolution 2022-086, Appointing Larry O'Keefe to the Sherwood Police Advisory Board
- F. Resolution 2022-087, Appointing Richard Amicci to the Sherwood Police Advisory Board
- G. Resolution 2022-088, Approving the City Recorder's Canvassing of the Washington County Election Returns of the November 8, 2022 General Election and Directing the City Recorder to Enter the Results into the Record

MOTION: FROM COUNCILOR BROUSE TO APPROVE THE CONSENT AGENDA. SECONDED BY COUNCILOR HENDERSON. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.

6. CITIZEN COMMENTS:

There were no citizen comments and Mayor Mays addressed the next agenda item.

7. PRESENTATIONS:

A. Recognition of Eagle Scout Award Recipients

Mayor Mays recognized Christopher Portinga and Matthew Wiren for their achievements of attaining the rank of Eagle Scout. Mayor Mays read aloud the description of Matthew Wiren's Eagle Scout project and explained that Mr. Wiren had built five benches for the St. Francis Catholic Church. He explained that Mr. Wiren had received donations from the parishioners to help fund the purchase of the materials and 25 volunteers had helped him complete his project

Mayor Mays addressed the next agenda item and the City Recorder read the public hearings statement aloud.

8. PUBLIC HEARINGS:

A. Ordinance 2022-006, Establishing Time, Place, and Manner restrictions on Psilocybin Service Centers and the manufacturing of Psilocybin Products (*Second Reading*)

Planning Manager Erika Palmer explained that no public comments had been received since the proposed ordinance's first reading. Mayor Mays opened the public hearing to receive public comment. Hearing none, Mayor Mays closed the public hearing and asked for discussion or a motion from Council.

MOTION: FROM COUNCILOR YOUNG TO READ CAPTION AND ADOPT ORDINANCE 2022-006 ESTABLISHING TIME, PLACE, AND MANNER RESTRICTIONS ON PSILOCYBIN SERVICE CENTERS AND THE MANUFACTURING OF PSILOCYBIN PRODUCTS. SECONDED BY COUNCILOR BROUSE. MOTION PASSED 7:0. ALL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item.

9. CITY MANAGER REPORT:

City Manager Campbell thank Public Works staff for their work setting up the holiday lights in downtown. He thanked the City Recorder for her hard work. Mayor Mays gave his kudos to the City Recorder and her staff and Public Works Director Craig Sheldon and the Public Works staff for their hard work putting on the Robin Hood Festival parade.

Mayor Mays addressed the next agenda item.

10. COUNCIL ANNOUNCEMENTS:

Councilor Brouse reported that she attended the holiday tree lighting ceremony and Robin Hood Festival parade on December 3rd. She announced that the Senior Center had celebrated its 40th anniversary.

Councilor Young reported that she attended the holiday tree lighting ceremony and Robin Hood Festival parade on December 3rd and commented on how much she enjoyed the downtown holiday lights. She

reported that Councilor Henderson had attended the Police Advisory Board meeting in her place where they worked on their SWOT analysis and upcoming community survey.

Council President Rosener reported that he attended the holiday tree lighting ceremony and Robin Hood Festival parade on December 3rd. He thanked the City Recorder and her staff for their work on the holiday parade.

Mayor Mays reported that he attended the holiday tree lighting ceremony and Robin Hood Festival parade on December 3rd and thanked staff and the Robin Hood Festival for their hard work. He commented on his final meetings serving as the Mayor of Sherwood. He spoke on his time serving as mayor and stated that it had been a great honor to serve the community and that it had been “wonderfully rewarding.” He stated that he enjoyed working with city staff, the volunteer members of the city’s boards and commissions, and his fellow councilmembers. He stated that Sherwood had been, “fortunate to attract and retain incredible individuals” who worked hard every day and thanked city employees for their hard work. He thanked Public Works Director Craig Sheldon, Public Works Utility Manager Rich Sattler, Customer Service Supervisor Amy Jollett, Lead Utility Billing Technician Sarah Lopez, Municipal Court Judge Jack Morris, Court Administrator Lisa Layne, Building Official Scott McKie, City Engineer Jason Waters, Lead Permit Specialist Kirsten Allen, Police Chief Ty Hanlon, Sergeant Kris Alsa, Captain Jon Carlson, Police Records Specialist Julie Chiamulera, Community Services Officer Bill Collins, Executive Assistant Angie Hass, Sergeant Randy Johnson, Sergeant Nathan Powell, Officer Hector Rodriguez, Sergeant Jon Shields, Officer Deb Smith-Ouellette, Police Chaplain Wilson Parrish, Community Services Director Kristen Switzer, Library Manager Adrienne Doman Calkins, Field House Manager Lance Gilgan, City Recorder Sylvia Murphy, Executive Assistant Tina Ouellette-Smith, Volunteer Coordinator Tammy Steffens, Library Operations Supervisor Jenny Swanson, IT Director Brad Crawford, Systems Administrator Mark Swanson, Former Police Chief Jeff Groth, Former City Engineer Bob Galati, and Former Community Development Director Julia Hajduk for their long-time service to the city. He stated that Council would not be able to do what they do if it were not for the hard work and advice from city staff and the volunteers who served on the city’s boards and commissions. He thanked current and former boards and commissions members Eugene Stewart, Shelly Lamb, Diane Foster, Bob Silverforb, Chris West, Laurie Zwingli, David Scheirman, Bill Butterfield, Jennifer Kuiper, Steve Munsterman, Jean Simson, Pat Allen, and Adrian Emery for their long-time service to the city. He thanked former City Councilors Dave Grant, Mark Cottle, and Linda Henderson for their twelve or more years of service to the city. He thanked Councilor Henderson for stepping up and filling the vacant Council seat. He wished everyone a happy holiday and commented he looked forward to continuing to serve on Council.

Councilor Henderson commented that there was no amount of gratitude that the City of Sherwood could offer Mayor Mays for his service. She commented that Mayor Mays’s dedication to the city was unmatched and thanked him for his service to the city.

Councilor Young thanked Mayor Mays for deciding to serve as mayor again in 2018 and stated that working with him for the past five years had been enjoyable. She thanked him for sharing his knowledge and insights.

Council President Rosener thanked Mayor Mays for his service to the community over the years. He stated that working with him for the past five years had been enjoyable and thanked him for sharing his knowledge and insights with him. He stated that he appreciated that Mayor Mays would continue to

serve on the Council.

Mayor Mays stated that he had enjoyed his time on Council and that serving on the Council was hard work and they often had to make difficult decisions based on the information they had available. He commented that the current Council was unmatched in their dedication and desire to learn and be involved in Sherwood.

11. ADJOURN:

Mayor Mays adjourned the regular session at 7:39 pm and convened an Executive Session.

EXECUTIVE SESSION

1. **CALL TO ORDER:** The executive session was called to order at 7:40 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Renee Brouse, Linda Henderson, and Kim Young. Councilors Taylor Giles and Doug Scott participated remotely.
3. **STAFF PRESENT:** City Manager Keith Campbell, Interim City Attorney Alan Rappleyea, Public Works Director Craig Sheldon, Police Chief Ty Hanlon, Labor Attorney Steve Schuback.

4. TOPICS

A. ORS 192.660(2)(d), Labor Negotiator Consultations

5. ADJOURN:

The executive session was adjourned at 8:07 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Tim Rosener, Mayor



SHERWOOD CITY COUNCIL MEETING MINUTES
22689 SW Pine St., Sherwood, Or
Sherwood Center for the Arts
December 7, 2022

WORK SESSION

1. **CALL TO ORDER:** There was no formal call to order, Mayor Mays welcomed everyone at approximately 6:10 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Kim Young, Renee Brouse, and Linda Henderson. Councilors Taylor Giles and Doug Scott were absent.
3. **BOARDS AND COMMISSION MEMBERS:** See sign in sheet. Not all attendees signed in.
4. **STAFF PRESENT:** City Manager Keith D. Campbell, Police Chief Ty Hanlon, Executive Assistant Angie Hass, Volunteer Coordinator Tammy Steffens, Senior Center Manager Maiya Martin Burbank, Center for the Arts Manager Chanda Hall, Library Manager Adrienne Doman Calkins, Economic Development Manager Bruce Coleman, Planning Manager Erika Palmer, Senior Planner Joy Chang, Records Technician Katie Corgan, and City Recorder Sylvia Murphy.

5. TOPICS

A. City Boards & Commissions SWOT Reports

Mayor Mays welcomed the members of the City Boards & Commissions. A representative from each board and/or commission recapped their annual Strengths, Weaknesses, Opportunities, and Threats reports (see record, Exhibit A).

6. ADJOURN:

There was no formal adjourn time, the dinner meeting concluded at approximately 8:00 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Tim Rosener, Mayor

TO: Sherwood City Council

FROM: Adrienne Doman Calkins, Library Manager
Through: Kristen Switzer, Community Services Director and Keith D. Campbell, City Manager

SUBJECT: Resolution 2023-001, Appointing Brie Scrivner to the Sherwood Library Advisory Board

Issue:

Should the City Council appoint Brie Scrivner to the Sherwood Library Advisory Board?

Background:

Position 6 on the Library Advisory Board was vacated mid-term by Steven Remsen. The City and Library have advertised and received two applications. The Council Liaison to the board Renee Brouse, Library Manager Adrienne Doman Calkins, and Chair Melanie Dobson interviewed all candidates and unanimously recommended appointment of Brie Scrivner to fill the vacancy. The Mayor has recommended this appointment to Council. In accordance with City Council Rules of Procedure, all such appointments are subject to the approval of City Council by resolution.

Financial Impacts:

There are no financial impacts from this proposed action.

Recommendation:

Staff respectfully recommends City Council's adoption of Resolution 2023-001 appointing Brie Scrivner to the Sherwood Library Advisory Board.



RESOLUTION 2023-001

APPOINTING BRIE SCRIVNER TO THE SHERWOOD LIBRARY ADVISORY BOARD

WHEREAS, a vacancy exists on the Library Advisory Board due to a member resigning mid-term; and

WHEREAS, the term of office for this vacancy expires in June 2023; and

WHEREAS, the City advertised the vacancy on the City website, Sherwood Public Library website, social media, print publications, and onsite at the Library; and

WHEREAS, Brie Scrivner applied to be appointed and was interviewed by the interview panel; and

WHEREAS, the interview panel considered all of the applicants and recommends to the Mayor that Brie Scrivner be appointed to fill the vacancy; and

WHEREAS, the Mayor has recommended to City Council that Brie Scrivner be appointed; and

WHEREAS, in accordance with Council Rules of Procedure, all such appointments are subject to the approval of the City Council by resolution.

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

Section 1. The Sherwood City Council hereby appoints Brie Scrivner to position 6 of the Sherwood Library Advisory Board for a term expiring at the end of June 2023.

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

Duly passed by the City Council this 3rd day of January 2023.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Alan Rappleyea, Interim City Attorney
Through: Keith D. Campbell, City Manager

SUBJECT: Resolution 2023-002, Approving an Employment Agreement with Ryan Adams to Serve as City Attorney

Issue:

Shall the City Council approve an Employment Agreement with Ryan Adams to serve as the City's attorney?

Background:

The City began the process of searching for a new City Attorney in July of 2022. A national recruitment effort was initiated and led by Mark McDaniel with SGR. After carefully evaluating each of the applications and conducting multiple rounds of interviews, Ryan Adams was determined to be the top candidate for the position. Adams currently serves as the Assistant City Attorney for the City of Wilsonville, Oregon.

This resolution would approve an Employment Agreement to hire Ryan Adams as Sherwood's next City Attorney under the terms of the agreement, Adams would begin his duties on January 30, 2023.

Financial Impacts:

No significant financial impacts are anticipated as a result of approval of this resolution.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2023-002, Approving an Employment Agreement with Ryan Adams to serve as City Attorney.



RESOLUTION 2023-002

**APPROVING AN EMPLOYMENT AGREEMENT WITH RYAN ADAMS TO SERVE
AS CITY ATTORNEY**

WHEREAS, the City began the process of searching for a new City Attorney in July of 2022;
and

WHEREAS, after a thorough evaluation process, Ryan Adams was determined to be the top
candidate for the position; and

WHEREAS, the City has prepared a proposed Employment Agreement to hire Adams as the
next City Attorney for the City of Sherwood, which requires Council approval.

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

Section 1. The Mayor is hereby authorized to sign an Employment Agreement with Ryan
Adams in a form substantially similar to the attached Exhibit 1.

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

Duly passed by the City Council this 3rd day of January 2023.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into effective on the date last set forth below by and between the City of Sherwood, Oregon (“City”) and James Ryan Adams (“Attorney”).

RECITALS

WHEREAS, City desires to employ Attorney as the City Attorney of the City of Sherwood and Attorney is willing to accept said appointment; and

WHEREAS, City and Attorney desire a written agreement to establish and set the terms and conditions of the employment of Attorney as the City Attorney;

NOW THEREFORE, in consideration of the mutual covenants contained herein as well as for the other consideration described, City and Attorney mutually agree as follows:

1. DUTIES

City agrees to employ Attorney as City Attorney, to perform the functions and duties of that position as described in the Sherwood City Charter, Sherwood Municipal Code, and state law, and as the City Council shall, from time to time, assign to the City Attorney consistent with the professional role and responsibility of the City Attorney. The Attorney agrees that, during the term of this Agreement, he will remain in the exclusive employ of the City. Notwithstanding this provision, the City supports Attorney’s continued service as a member of the Oregon Army National Guard.

2. HOURS AND PLACE OF WORK

It is recognized that Attorney must devote a great deal of time to work outside of normal office hours to the business of the City and, to that end, Attorney will be allowed to make reasonable adjustments as he shall deem appropriate during normal office hours. Any extended reasonable adjustments shall be subject to consultation with the City Manager and Mayor. Attorney’s primary place of work shall be at Sherwood City Hall, however, Attorney shall be allowed to work remotely at reasonable times and when circumstances so require.

3. TERM

The term of this Agreement shall commence on January 30, 2023 (the “Effective Date”) and, unless earlier terminated consistent with the terms hereof, continue for a period of three (3) years until January 30, 2026.

4. COMPENSATION

A. Salary

Beginning on the Effective Date, the City agrees to pay Attorney one-hundred seventy thousand dollars (\$170,000.00) as a yearly base salary, to be paid in installments at the same interval as City pays its other employees who are not subject to a collective bargaining agreement (“Unrepresented Employees”). Attorney shall also be entitled to receive a Cost of Living Adjustment (COLA) to his salary in the same percentage amount and on the same schedule as may be provided to the City's Unrepresented Employees. Attorney’s salary and benefits will be reviewed by City Council annually.

B. Retirement

City agrees to contribute into the Oregon Public Employees Retirement System on Attorney's behalf an amount equal to the same percentage of salary contributed for the City's Unrepresented Employees.

C. Cellular Phone

The City shall provide a cellular phone to Attorney for use for City business, consistent with applicable City policies.

D. Taxes

All compensation described in this Agreement shall be subject to withholding of income taxes and shall be subject to employment taxes required with respect to compensation paid by the City to an employee.

5. LEAVE BENEFITS

A. Management Leave

It is understood by the parties that the Attorney is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and that the position of City Attorney may frequently require irregular hours and far in excess of a standard 40-hour work week to accomplish the duties of the position. It is also understood that paid time off is essential to employee well-being and that the City expects the Attorney to take substantial time away from work. In lieu of the Paid Time Off (PTO) and Administrative leave provisions applicable to other Unrepresented Employees, the Attorney shall be permitted to take paid management leave of reasonable duration and frequency, as City business permits, without a fixed maximum or accrual rate. Management leave may be used for any purpose which would be a permitted use of PTO or Administrative leave under the City's policies. Management leave has no cash value upon separation from employment.

B. Sick Leave

Attorney shall be entitled to the same sick leave benefits as Unrepresented Employees.

C. Holidays

Attorney shall be subject to the policies regarding City observed holidays that are applicable to Unrepresented Employees.

6. INSURANCE AND OTHER BENEFITS

A. Health Insurance

Attorney opts to be responsible for his own medical coverage at his own expense.

B. Life Insurance

City shall pay, on behalf of Attorney, the premium cost for a term life insurance policy in the amount of three hundred thousand dollars (\$300,000.00).

C. Other Benefits

Except as otherwise provided in this Agreement, Attorney shall receive all other employee benefits provided by the City to Unrepresented Employees.

7. PROFESSIONAL DUES AND DEVELOPMENT

To the extent funds are available and budgeted by the City Council, Attorney may participate, as he deems appropriate, in professional associations, short courses, seminars, conferences, and other similar professional development opportunities. Expenses will be reimbursed consistent with City policy applicable to the City's Unrepresented Employees.

A. The City agrees to budget and to pay for the professional dues of the City Attorney for membership in the Oregon State Bar and sections of government law and land use, the City Attorney's Association, the International Municipal Law Officer's Association, and other national, regional, state, and local government groups and committees thereof on which employee may serve as a member and/or have been approved by the City.

B. The City agrees to maintain the necessary legal library as agreed upon by Attorney and the City.

8. TERMINATION

Attorney is an at-will employee and shall serve at the pleasure of the City Council. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Attorney at any time, for any reason whatsoever, with or without cause, prior to expiration of this Agreement, subject only to the provisions set forth in this Section. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Attorney to resign at any time from his position prior to expiration of this Agreement, subject only to the provisions set forth in this Section.

A. Termination for Cause

If Attorney is terminated prior to the expiration of this Agreement for cause, City shall have no obligation with respect to the severance pay described in this Section. For the purposes of this Agreement, "cause" is defined to include any of the following:

- i. Attorney fails or refuses to comply with the laws and written policies and regulations of the City that are now in existence or are from time to time established.
- ii. Attorney fails to perform his duties as City Attorney or abandons his position as City Attorney.
- iii. Attorney has his Oregon State Bar license suspended or terminated.
- iv. The City has substantial evidence to believe Attorney has committed fraud, breach of fiduciary responsibilities, dishonesty, or gross negligence; misappropriated City funds, goods, or services to either his own or some other private third party's benefit; or committed other acts of misconduct which the City Council believes, in its sole discretion, is or would be detrimental to the City or its interests.

B. Termination Without Cause

If City terminates Attorney without cause prior to the expiration of this Agreement, and the Attorney is then willing and able to perform all of the duties of the City Attorney under this Agreement, the City shall pay a cash severance payment to Attorney equal to six (6) months' of the Attorney's monthly base salary, the calculation of which shall not include any added benefits or allowances (such as a vehicle allowance). The severance payment shall be calculated using the monthly salary in effect at the time of the termination, minus any state or federal withholdings, and shall be paid in six (6) monthly increments commencing no later than fifteen (15) calendar days after the effective date of termination. The right to said payment shall cease if, during the period of the scheduled payments, Attorney accepts employment with another employer

(including self-employment). Attorney has an affirmative obligation to notify City upon acceptance of other employment. In the event Attorney fails to notify City of his employment, City shall have the right (but not the obligation) to seek recovery from Attorney of any and all amounts improperly received as well as recovery of any cost(s) or fee(s) (including attorney fees) City incurs in pursuit thereof. Termination without cause, as used in this Section, means the Attorney's discharge or dismissal by the City, for any reason other than the reasons specified in Subsection 8(A) above, and shall also include discharge or dismissal by the City during the six (6) month period immediately following the official seating of one or more newly elected Council members for reasons other than those set out above in Subsection 8(A) of this Section, notwithstanding Attorney's willingness and ability to perform his duties.

C. Voluntary Resignation

In the event the Attorney voluntarily resigns prior to the expiration of this Agreement, the Attorney shall give the City written notice thereof a minimum of forty-five (45) days in advance, unless the parties mutually agree otherwise. In the event of the Attorney's voluntary resignation, the Attorney shall not be entitled to severance pay as provided herein.

D. Disability

If Attorney is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health that exceeds exhaustion of allowed state and federal family medical leaves, the City shall have the option to terminate this Agreement and, in that case, Severance will be equal to six (6) months of wages, but will cease to be paid as soon as disability insurance proceeds begin to be received, if such payments occur sooner than the expiration of the six (6) month severance period.

9. GENERAL PROVISIONS

- A. Professional Liability. The City agrees to defend, hold harmless, and indemnify the Attorney from all demands, claims, suits, actions, and legal proceedings brought against Manager in his individual capacity or in his official capacity as agent and employee of the City, consistent with the terms of the Oregon Tort Claims Act (ORS 30.260 to 30.300).
- B. Amendments. No amendment to this Agreement shall be valid unless in writing and signed by the Attorney and an authorized representative of the City after approval by the City Council.
- C. Applicable Law. This Agreement is construed under the laws of the State of Oregon, the City of Sherwood Charter, and the Sherwood Municipal Code. Venue shall be in Washington County Circuit Court or, only if there is no state court jurisdiction, U.S. District Court for the District of Oregon.
- D. Counterparts. This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.
- E. Compliance with Laws. Attorney shall perform his duties in accordance with all applicable laws, ordinances, rules, and regulations applicable to his position.

- F. Entire Agreement. This Agreement constitutes the entire Agreement between the parties on the subject matter hereof and supersedes all prior written or oral discussions or agreements regarding the same subject. The provisions of this Agreement are solely for the benefit of the parties and not for the benefit of any other person, persons, or legal entities.
- G. Inducements and Representations. The Attorney acknowledges that he has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein or guarantees, expressed or implied, other than the expressed representations, warranties, and guarantees contained in this Agreement.
- H. Assignment. This Agreement may not be assigned by either the City or the Attorney.
- I. Representation. The City has been represented by its Interim City Attorney in the preparation of this Agreement. Attorney acknowledges that he has the right to independent counsel at his own expense regarding the preparation of this Agreement.
- J. Arbitration. In the event the parties have a dispute concerning the terms of this Agreement, the terms and conditions of the employment relationship, or the violation of any federal, state, or local law relating to the employment relationship and they have not otherwise resolved the matter through any attempted mediation, conciliation, or other voluntary dispute resolution process they choose to use prior to the initiation of arbitration, then the dispute shall be resolved by binding arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Each party shall bear equally the expense of the arbitrator and all other expenses of conducting the arbitration. Each party shall bear its own expenses for witnesses, depositions, and attorneys.
- K. Severability. It is understood and agreed by the parties that if any part, term, portion, or provision of this Agreement is held by the courts to be illegal or in conflict with the laws of the State of Oregon, the validity of the remaining portion of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision.

IN WITNESS WHEREOF, the **CITY OF SHERWOOD, OREGON**, has caused this Agreement to be signed and executed by its Mayor, Tim Rosener, and James Ryan Adams has signed and executed this Agreement, on the date noted below each signature.

CITY OF SHERWOOD

J. RYAN ADAMS

Tim Rosener, Mayor



James Ryan Adams

Date:

Date 14 DEC 2022

TO: Sherwood City Council

FROM: Craig Sheldon, Public Works Director

Through: Keith D. Campbell, City Manager and Alan Rapplelea, Interim City Attorney

SUBJECT: **Resolution 2023-003, Authorizing City Manager to execute a purchase order for the purchase and installation of a playground structure and swing set for Woodhaven Park**

Issue: Shall City Council approve the purchase of a playground structure and swing set at Woodhaven Park?

Background: The existing playground structure and swing set that were installed in Phase I has been approved for replacement in the 2022/2023 budget. Woodhaven Park was constructed around 2001-2002. The life expectancy of a playground structure is 12-15 years. The City strives to get 15-20 years of use through routine maintenance and continually replacing broken/worn parts. However, the manufacturer has discontinued some of the parts for the existing structure, making it more difficult to maintain the structure.

City staff presented three options to the Parks Board on October 3, 2022 that would fit in this location and within the budgeted amount allotted for this project. Parks Board approved the selection of these options, see attachment, Exhibit A, to this staff report.

On October 25, 2022 staff held an open house at Woodhaven Park and presented renderings of the three options and also shared those options online. Staff provided multiple outlets for people to vote on the structures. Staff received input from the community that the options presented were not inclusive. Staff listened to the public and researched different options to fit the requests of the community and took those additional options to the Parks Board on December 5, 2022 along with results and feedback regarding the original options. After much discussion, the Parks Board made the decision to move forward with Option B.

Financial Impacts: The City will purchase the playground structure and swing set from Buell Recreation through the National Purchasing Partners Gov (NPPGov). NPPGov serves public and non-profit markets as a cooperative purchasing organization providing access to contracts created through an RFP process conducted by a Lead Public Agency.

Using NPPGov to procure the playground structure and swing set will save the City 10% plus additional savings from administrative staff time by not having to do a formal RFP process.

The cost to replace the playground structure and swing set is \$183,772.00. Staff is requesting contingency in the amount of 3,228.00 for a total amount not to exceed \$187,000.000

Recommendation: Staff respectfully recommends City Council approval of Resolution 2023-003, Authorizing the City Manager to Execute a Purchase Order for the Purchase of a playground structure and swing set at Woodhaven Park.









RESOLUTION 2023-003

**AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE
PURCHASE AND INSTALLATION OF A PLAYGROUND STRUCTURE AND
SWING SET FOR WOODHAVEN PARK**

WHEREAS, the City has a responsibility to maintain the safety, integrity and function of our parks systems;
and

WHEREAS, safe parks are an important element of Sherwood's culture and playground structures are a high priority and must continue to be addressed if the City is to maximize the use of the facilities while protecting its assets; and

WHEREAS, the Parks Board received three options from staff and recommended moving forward with the replacement of Woodhaven Park playground structure and swing set (Option B).

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

Section 1: The City Manager is hereby authorized to execute a purchase order with Buell Recreation in the amount of \$183,772.00 for purchase and installation of a playground construction of a playground structure and swing set for Woodhaven Park. Staff is asking for \$3,228.00 in contingency for a total not to exceed amount of \$187,000.00.

Section 2: This Resolution shall be in effect upon its approval and adoption.

Duly passed by the City Council this 3rd day of January, 2023.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Erika Palmer, Planning Manager
Through: Keith D. Campbell, City Manager

SUBJECT: Resolution 2023-004, authorizing an amendment to the existing Angelo Planning Group/MIG contract for the Sherwood West Re-look project

Issue:

Shall the City Council authorize the City Manager to sign an amendment to the existing contract with Angelo Planning Group to increase the budget by \$38,700 to complete the Sherwood West Re-look Project?

Background:

The Sherwood West Re-look Project is a high priority for the City. The project was anticipated to be complete by the summer of 2022. However, during the planning process, the Community Advisory Committee (CAC) requested additional analysis centered on housing densities, residential designations (middle housing and cottage clusters), and the impacts of House Bill 2001 on housing projections. This work took additional time and was completed in the early summer of 2022. As the CAC was preparing to draft alternative concept plan maps during the early summer and fall of 2022, the group identified additional transportation analysis work, employment information, and mapping needs for review and decision-making to help ensure that the project outcomes represent the community's needs and aspirations.

The original scope of work identified seven (7) CAC meetings; to date, they have had eleven (11) allowed through the first amendment. With the additional increase to the budget, the CAC will meet an additional three (3) more times, for a total of fourteen (14) meetings. The additional budget funding will cover the following deliverables:

- Three (3) additional meetings with the Technical and Community Advisory Committees
- Additional GIS and mapping services, including draft and final adopted report documents
- Preparation of the final recommended CAC maps [land use, transportation (conceptual version), trails and open space]; and housing and employment metrics.
- Preparation of and draft final funding strategy
- Full review of Metro compliance findings for Title 11 Concept Planning
- Preparation of draft and final report documents to the Planning Commission and Council.

Financial Impacts:

This contract amendment will increase the contract amount by \$38,700 for a total contract amount not to exceed \$204,165. The Planning Department budget has sufficient funds to cover the additional amount. The Planning Department budgeted for additional Housing Choices work for FY 2021-2022 and other professional services if needed, but the staff has completed the housing work leaving room in the budget to cover this contract amendment.

Recommendation: Staff respectfully recommends City Council approval of Resolution 2023-004 authorizing an amendment to the existing Angelo Planning Group/MIG contract for the Sherwood West Re-look Project.



RESOLUTION 2023-004

**AUTHORIZING AN AMENDMENT TO THE EXISTING ANGELO PLANNING GROUP/MIG CONTRACT
FOR THE SHERWOOD WEST RE-LOOK PROJECT**

WHEREAS, the City of Sherwood and Angelo Planning Group/MIG are parties to a contract for the Sherwood West Re-Look project via Council Resolution 2021-007; and

WHEREAS, unforeseen changes to the project schedule that has included additional committee meetings, GIS, land use, and transportation analysis work have resulted in increased costs; and

WHEREAS, an increase to the budget by \$38,700 allows for payment for these additional planning services; and

WHEREAS, City Council has determined that it is necessary and appropriate to amend the City's contract with Angelo Planning Group/MIG for planning services which would be available for use only upon the authorization of the City Manager;

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

Section 1. The City Manager is authorized to enter into a contract amendment in a form substantially similar to the attached Exhibit A.

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

Duly passed by the City Council this 3rd day of January, 2023.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

Sherwood West Relook Concept Plan

Amendment 2 - Scope of Work

The Scope of Work is modified to add the tasks listed below, which supersede the descriptions in previously scoped tasks:

Task 006 – Concept Plan Maps. Prepare composite Concept Plan map, 3 layer-maps (land use, transportation [conceptual version], trails and open space), and housing and employment metrics. The deliverables will be prepared for TAC-CAC review at Mtg 12, and revised per CAC direction following the meeting.

Task 007 – TAC-CAC Meetings 12-13-14. Participate in 3 meetings of the TAC (virtual) and 3 meetings of the CAC (in Sherwood). Prepare agendas, one memo per meeting, packets, and PPTs. Debrief with City team following each meeting.

Task 008 – Coordination of Funding Strategy. Support Leland Consulting Group as they prepare the funding strategy.

Task 009 – Concept Plan Report. Prepare the Concept Plan report: V1, V2, and V3 for hearing.

Task 010 – Adoption. Review findings prepared by the City. Prepare for and attend 1 Planning Commission hearing and 1 City Council hearing.

Task 011 – Bi-weekly coordination meetings. Coordinate with City staff in 8 half-hour check-in meetings.

Task 012 – Walker Macy Support. This task and budget covers additional work on the project alternatives and support to MIG on the Concept Plan report.

Sherwood West Concept Plan - Amendment No. 2 Services
MIG Team
Project Summary
Updated: 12/6/22

	Deliverables	MIG		DKS		Leland Consulting Group		Walker Macy		Total Hours	Labor Total by Task	Expenses by Task	Total Budget by Task
		Hrs.	Labor	Hrs.	Budget	Hrs.	Budget						
Phase 202	Amendment No. 2 Services	205	\$ 33,300	-	\$ -	-	\$ -	50	\$ 5,400	255	\$ 38,700	\$ -	\$ 38,700
Task 001	Prepare Concept Plan maps and metrics for CAC review; revise and update per CAC direction	18	\$ 3,380	-	\$ -	-	\$ -	-	\$ -	18	\$ 3,380	\$ -	\$ 3,380
Task 002	3 TAC-CAC meetings (Mtgs 12, 13, 14): mtg participation (in Sherwood), agendas, one memo per meeting, packets, PPTs, team debriefs	75	\$ 12,770	-	\$ -	-	\$ -	-	\$ -	75	\$ 12,770	\$ -	\$ 12,770
Task 003	Coordination of funding strategy	6	\$ 1,040	-	\$ -	-	\$ -	-	\$ -	6	\$ 1,040	\$ -	\$ 1,040
Task 004	Concept Plan Report: V1, V2, V3 (for hearing)	78	\$ 12,040	-	\$ -	-	\$ -	-	\$ -	78	\$ 12,040	\$ -	\$ 12,040
Task 005	Adoption: review findings prepared by City; attend 1 Planning Commission hearing and 1 City Council hearing	18	\$ 2,340	-	\$ -	-	\$ -	-	\$ -	18	\$ 2,340	\$ -	\$ 2,340
Task 006	Bi-weekly coordination meetings (8)	10	\$ 1,730	-	\$ -	-	\$ -	-	\$ -	10	\$ 1,730	\$ -	\$ 1,730
Task 007	Walker Macy support (alternatives and Concept Plan)	-	\$ -	-	\$ -	-	\$ -	50	\$ 5,400	50	\$ 5,400	\$ -	\$ 5,400
	TOTAL PROJECT BASIC HOURS	205		-		-		50		255			
	TOTAL PROJECT BASIC LABOR		\$ 33,300		\$ -		\$ -		\$ 5,400		\$ 38,700		
	TOTAL BASIC DIRECT EXPENSES		\$ -		\$ -		\$ -		\$ -			\$ -	
	PROJECT TOTAL BASE BUDGET		\$ 33,300		\$ -		\$ -		\$ 5,400				\$ 38,700
TOTAL PROJECT BUDGET													\$38,700

TO: Sherwood City Council

FROM: Keith D. Campbell, City Manager
Through: Alan Rappleyea, Interim City Attorney

SUBJECT: Resolution 2023-005, Ratifying the Collective Bargaining Agreement with AFSCME

Issue:

Shall the City Council approve a resolution ratifying a collective bargaining agreement with the American Federation of State, County, and Municipal Employees (AFSCME)?

Background:

The City's labor attorney, Steven Schuback, has completed Collective Bargaining Agreement (CBA) negotiations with the American Federation of State, County, and Municipal Employees (AFSCME). AFSCME has voted to ratify the tentative agreement. Staff is now bringing the tentative agreement to Council with a recommendation to ratify for the City.

Financial Impacts:

The financial impacts over the next two years is expected to be at least \$538,000. Please note this figure does not include step increases for year 2.

Recommendation:

City staff respectfully recommends City Council adopt Resolution 2023-005, Ratifying the Collective Bargaining Agreement with AFSCME.



RESOLUTION 2023-005

RATIFYING COLLECTIVE BARGAINING AGREEMENT WITH AFSCME

WHEREAS, the City's labor attorney, Steven Schuback, has completed Collective Bargaining Agreement (CBA) negotiations with the American Federation of State, County, and Municipal Employees (AFSCME); and

WHEREAS, AFSCME has voted to ratify the tentative agreement; and

WHEREAS, staff is now recommending that Council adopt a resolution ratifying the tentative agreement; and

WHEREAS, Council has reviewed the tentative agreement attached hereto as Exhibit 1 and determined that ratification is appropriate.

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

Section 1. The tentative agreement with AFSCME attached hereto as Exhibit 1 is hereby ratified.

Section 2. The City Manager is hereby authorized and directed to take such steps as are necessary to effectuate final approval and execution of the Collective Bargaining Agreement with AFSCME consistent with this resolution and Exhibit 1.

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

Duly passed by the City Council this 3rd day of January, 2023.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF SHERWOOD

AND

AFSCME LOCAL 1777

Expires June 30, 2024

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ARTICLE 1 - RECOGNITION

Section 1. The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining for all full-time regular employees and for all part-time regular employees working an annual average of 20 hours or more per week and excluding managerial, supervisory and confidential employees and employees in the police department bargaining unit.

ARTICLE 2 – DUES DEDUCTION

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 Union. Employees who authorize the City to deduct monthly Union dues from their pay will sign an authorization card provided by the Union, and such dues will be paid to the Union. The authorization card shall contain the terms and conditions of membership. The Union will provide a monthly list to the City of employees who have authorized the deduction of union dues. The City will deduct dues on behalf of all employees who appear on the list provided to the City. Employees seeking to withdraw their authorization are subject to the terms and conditions of their Union membership.

- a. Employees who return to work upon separation of employment or layoff will be treated as new employees and provided the opportunity to authorize the City to deduct Union dues.

Section 2. The City will provide for payroll deduction of Union dues. The City shall deduct from the last paycheck in each calendar month the amount of dues as certified to the City by the Union in writing sufficiently in advance to allow for the City to make such deductions and transmit to the designated officer of the Union the total amount deducted.

- a. The Union may not change the amount of dues more frequently than once per fiscal year and must provide a minimum of thirty (30) calendar days' written notice to the City and bargaining unit members of any change.
- b. Employees terminating employment shall not have dues withheld from their final paycheck.
- c. Employees shall not be required to pay dues for any month in which they have worked less than twenty (20) hours. The amount of dues for other employees working less than full-time will be as outlined by Union policy and certified to the City in writing.

- d. The City will not be required to deduct dues for any employee if the accrued earnings of such employee are insufficient to cover the dues after all other legally mandated payroll deductions for the employee have been made.

Section 3. Indemnification. The Union shall indemnify, defend, and hold the City harmless from all suits, actions, proceedings and claims against the City or persons acting on behalf of the City, for any relief sought, where liability arises from the application of this Article.

Section 4. The City agrees to notify the Union of all new hires in the bargaining unit within ten (10) calendar days from date of hire, furnishing the Union with the new employee's name, mailing address, telephone number and position for which they were hired. The City will allow a Union representative to meet with new employees for up to thirty (30) minutes within 30 days of hire.

Section 5. Before the 14th of each month the Union will provide to the City a list of dues payers in the City of Sherwood Bargaining Unit. The City will update its records and thereafter deduct dues and fees from bargaining unit members as identified by the union. Within two weeks after receiving the Union's list the City will provide the Union with a complete list of bargaining unit members identifying those employees who are paying Union dues or fees. The Union will review the list sent by the City and will timely notify the City of any errors it discovers on the list. The timing of the exchange of lists is subject to modification by mutual agreement should the need arise.

ARTICLE 3 - GRIEVANCE PROCEDURE

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 Union concerning the application of a specific provision or clause of this Agreement as it affects a specific member of the Union.

Section 2. Informal Grievance Adjustment. The City and the Union 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 Union. 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 Union shall notify the appropriate supervisor that the employee believes a problem exists and shall identify the affected parties. Such notification 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 lowest level supervisor/manager delegated authority by the City to deal with the specific problem or concern. The parties involved shall meet to discuss the issues involved and attempt to resolve the problem by developing a solution that all parties can support. If the grievance is resolved, it shall be reduced to writing, signed by all parties involved in the discussion, with a copy to the City Manager and the Union. If a solution is not reached at the meeting, the Union may advance the grievance to 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:

Step 2: If the grievance is not settled at Step 1, the employee and/or the Union shall submit the grievance in writing to the Department Head, within twenty-one (21) calendar days from the date of the occurrence which gave rise to the problem. The Department Head shall issue a response in writing within fourteen (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 Union shall present the grievance to the City Manager or his/her designee within seven (7) calendar days from the date of response from the Department Head, 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 fourteen (14) calendar days from the date it is submitted to the City Manager, not including the day of presentation.

Step 4: Mediation: If the Union is not satisfied with the decision provided by the City Manager at Step 3, the Union may submit the grievance to mediation within fourteen (14) calendar days from either the City Manager's response or fourteen (14) calendar days from the due date of the response. The parties may mutually agree to a local mediator or use a mediator provided by the Employment Relations Board. Parties agree to share the cost of the mediator. Unless otherwise agreed by the parties, the period for mediation will be limited to 120 days, starting from timely 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 are not subject to the mediation process and may move to the next step. The parties may mutually agree to forego mediation.

Step 5: If the grievance is not settled at Step 4, the Union may pursue the grievance further by filing a written notice of intent to arbitrate the grievance with the City Manager within thirty (30) 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. The Union will strike first.

In the event the City seeks to grieve a matter with the Union, the City will follow the same general steps respectively by first attempting to resolve informally with the local union steward. If not resolved, the City will initiate a formal grievance submitted to the Union Representative at Step 2. If not mutually resolved, the City may proceed to mediation/arbitration following the same general timing.

Section 4. The arbitrator shall set a hearing date and a decision is preferred within thirty (30) calendar days after the conclusion of the hearing. The decision will be subject to the preponderance of the evidence standard. 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. 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 automatically 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. All disciplinary actions, as defined in Article 21(a), imposed upon an employee may be protested as a grievance through the regular formal grievance procedure, up to and including binding arbitration. Disciplinary grievances shall be initiated at Step 2 of this procedure, within fourteen (14) calendar days of the occurrence.

ARTICLE 4 - PERSONNEL FILE

Section 1. The City, subject to prior notification, shall provide an employee the opportunity to review the employee's personnel file. Copies of the contents of this file requested by the employee shall be provided at the employee's own expense. The official personnel file shall be maintained by the City.

Section 2. The employee may respond in writing, within thirty (30) calendar days, to any item placed in his personnel file and such response shall also 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 3.

Upon written request by an employee, written reprimands will be removed from an employee's personnel file 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 period. Post removal from an employee's personnel file, the City may retain records for other legal purposes such as defense of civil claims, impeachment or for compliance with records retention laws.

Section 4. Employees shall have the opportunity to review, and shall sign an acknowledgement that they have reviewed, any personnel document which reflects any adverse personnel action, prior to such document being entered into the employee's personnel file.

ARTICLE 5 – POSTING AND FILLING OF VACANCIES

Section 1. Posting of Vacancies. The City will normally post, for not less than five (5) business days, notices of job vacancies offered by the City of Sherwood for which employees may apply. The most senior qualified applicant shall be selected when, in the determination of the City, the overall qualifications and abilities of the top two or more applicants are equal. Exceptions to this article include promotions when there is only one employee within a classification series who would qualify for the promotion, vacancies of limited duration or demotion of an employee which is either voluntary or disciplinary.

Section 2. Lateral Transfers. Vacancies may be filled by the voluntary lateral transfer of qualified employees within the City service. Lateral transfers are defined as a transfer of a qualified employee within the same pay range.

Section 3. Reclassification. Positions which are reclassified into higher classifications may be given to the incumbent employee in the position which is to be reclassified.

Section 4. Intent. Nothing in this article is intended to circumvent the layoff and recall process as outlined in Article 10.

ARTICLE 6 - HOURS OF WORK

Section 1. Work Week / Work Day. The work week shall begin on Sunday at 12:01 A.M. and end 168 consecutive hours later at midnight on the following Saturday.

For a 36/44 work schedule the work week shall begin at the middle of the Friday shift for purposes of equalizing the work week to forty (40) hours per week. Consistent with FLSA,

employees working this schedule will work a regular 40-hour work week with a half day at noon Friday, and the new work week begins the same day at 12:01.

The regular workday consists of eight (8) or ten (10) consecutive work hours plus an unpaid meal period within any twenty four (24) hour period.

Section 2. Work Schedules. The work schedule shall be determined by the City based on the needs of the City and services to the public. Employees may work the following schedules:

- a. A 5-8 work schedule, which shall consist of five (5) consecutive days of eight (8) work hours each, or
- b. A 4-10 work schedule shall consist of four (4) consecutive days of ten (10) work hours each.
- c. A "flexible" work schedule, based on mutual agreement between the employee and the City, with notification to the Union prior to the implementation of the flexible work schedule. Such flexible work schedule will be equal in total hours worked during the pay period to that of a "5-8" employee but shall have no maximum or minimum number of work hours per day or work days per week, or
- d. A "regular part-time" schedule shall be any schedule to work twenty (20) hours or more per week but less than forty (40) hours per week, or the equivalent on a flexible schedule as set forth in subsection (c) above.
- e. The City may, based on operational need, establish alternative work schedules. The parties specifically agree that an alternative 36/44 schedule may be utilized at the discretion of the Public Works Director for the Public Works Department.

Section 3. Regular Hours. All shifts shall have an established starting and quitting time and that schedule shall be determined by the Department Head.

Section 4. Work Schedule Changes. When the City has knowledge of the need for a change in work schedules, including starting and quitting times, the City shall provide affected employees written notice of the change twenty eight (28) days in advance of the change for permanent changes and fourteen (14) days in advance for temporary changes, unless the City lacks knowledge or in instances of unforeseen emergency outside the City's control, in which case the City will provide as much advance notice as possible. A temporary change is defined as a change that will be in effect for thirty (30) days or less.

Section 5. Pay for Emergency Schedule Change. The parties agree that employees working in the case of an unforeseen emergency outside the City's control will be provided as much advance notice as possible and, shall be paid time and one-half the employee's regular rate for hours worked outside of the employee's regular hours, as established

under Section 3, above. The parties further agree that this premium payment will not pyramid with any overtime an employee may work during the same workweek. Actual hours worked under this section for emergency schedule changes will count as hours worked towards the weekly overtime threshold including PTO or sick leave usage.-

Section 6. Rest Periods. To the extent possible and consistent with operating requirements of the City, a rest period of fifteen (15) minutes shall be permitted all employees during each scheduled four (4) hour block of work, which shall be scheduled by the City in accordance with specific operating requirements of each employee's duties, and shall be considered on-duty working time. The rest period shall be permitted as nearly as possible to the midpoint of each scheduled four (4) hour block of work.

Section 7. Meal Periods. Employees are required to take at least a 30-minute unpaid meal period when the work period is six hours or longer. The law requires an uninterrupted period in which the employee is relieved of all duties. No meal period is required if the work period is less than six hours. Meal periods are mandatory and not optional. An employee's meal period and rest break(s) may not be taken together as one break. Meal periods and rest breaks may not be "skipped" in order to come in late or leave early.

Only those part-time employees who work more than five (5) hours are entitled to a meal period.

ARTICLE 7 - CALL BACK

Section 1. Whenever an employee is called back to perform emergency or unscheduled work at a City facility or work site outside a scheduled work period, the employee shall receive a minimum of two (2) hours pay at time and one-half. This provision does not apply to remote work situations. This premium payment will not pyramid with any overtime an employee may work during the same workweek. Actual hours worked under this section will count as hours worked towards the weekly overtime threshold.

ARTICLE 8 – OVERTIME/COMPENSATORY TIME

Section 1. An employee shall be paid time and one-half the employee's regular rate for authorized work in excess of forty (40) hours in a workweek, and for emergency schedule changes in accordance with Article 6, Section 5, provided that there shall be no pyramiding of such overtime. Overtime shall be calculated to the nearest quarter hour. Paid time off (excluding holidays) shall not count toward hours worked for purposes of overtime eligibility. This provision does not apply to classifications that are FLSA exempt.

Section 2. PTO Time Off cancellation: An employee shall be paid overtime as time and one-half the employee's regular rate for authorized work performed during an approved PTO period if (1) the employee has both requested and been approved for such PTO

more than two weeks in advance of the beginning of the PTO period, (2) the employee is subsequently required by the City to work during the approved PTO period, and (3) the employee remains scheduled to use PTO at the time the City requires the employee to commence performing such work. Such time shall be calculated to the nearest quarter hour. The employee will not be required to utilize PTO for the time actually worked during a PTO period pursuant to this section.

Section 3. Department managers and supervisors in charge of a shift are the only employees authorized to require or authorize overtime by employees. Employees will be subject to discipline, up to and including discharge, for unauthorized overtime work.

Section 4. All authorized overtime work by employees, except for exempt classified employees, may be compensated for time off in lieu of pay, at the employee's option and upon approval by the City. The compensation rate will be one and one-half (1½) hours for each hour of employment worked in excess of the employee's regular forty (40) hour workweek. The maximum accrual is seventy (70) hours of compensation time. Such non-exempt employees shall receive compensation for all unused compensation time off upon resignation, layoff or dismissal. Such excess of unused compensation overtime shall be paid at the employee's regular rate of pay.

ARTICLE 9 - SENIORITY AND PROBATION PERIOD

Section 1. Seniority. Seniority shall be defined as the total length of continuous service within a classification in the bargaining unit. Continuous service shall be service unbroken by separation from City service, except time spent on military leave as a member of the National Guard or other reserve component of the Armed Forces of the United States shall be included as continuous service.

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, is separated from employment, or is retired.

Employees who were previously in the bargaining unit and are promoted or transferred out of the unit may retain their previously accrued bargaining unit seniority upon voluntary return (within one (1) year) to their previous classification provided there is a vacancy and that the return is not due to disciplinary demotion or other "for cause" adverse action.

Section 2. Probationary Period. All appointments, including initial, promotional and lateral transfer appointments, shall be tentative and subject to a probationary period. Initial probationary appointments shall be no more than six (6) months of consecutive service.

In unusual cases where the responsibilities of a position are such or performance is such, that a longer period is necessary to demonstrate an employee's qualifications, the City

may extend the probationary period up to six (6) additional months of consecutive service, as long as such extension is not arbitrary or capricious. The employee and the Union shall be notified in writing of any extension and the reasons therefore. The City may also toll a probationary period in order to have a full observation period in the event an employee is on extended leave of more than twenty (20) work days in total during the probationary period.

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.

During the initial probationary period, an employee may be terminated at any time without appeal. In the case of promotional appointments, the promoted employee may, at the City's discretion, be returned at any time during the probationary period to the employee's previous classification. During the first thirty (30) days of such probationary period, the employee may elect to return to the previous classification. In the event no vacancy exists, the employee will be placed on a recall list and subject to the recall procedures of Article 10, Section 3. In either case, the employee will be returned without loss of seniority to the applicable rate of pay for the previous classification.

ARTICLE 10 – LAYOFF AND RECALL

Section 1. A layoff is defined as an involuntary separation from the City for reasons that do not reflect discredit upon the employee. If a layoff is implemented, layoffs shall be made within each job classification on the basis of merit and fitness, which shall be derived by documented performance evaluations and other documented performance criteria. If the employees' merit and fitness is not an overriding factor, as determined by the City Manager, who shall not act in an arbitrary or capricious manner, the least senior employee in the affected job classification shall be laid off first.

Section 2. The City will make a good faith effort to notify employees subject to layoff with at least thirty (30) calendar days' notice.

Section 3. An employee will remain on the layoff list and be eligible for recall for twelve (12) months.

Employees laid off for a period of more than twelve (12) months lose all seniority credits. Employees recalled within twelve (12) months of their date of layoff shall be recalled in the inverse order of layoff. No new employees shall be hired for a classification of work until employees laid off in that classification have been offered an opportunity to return to work at equal pay or similar classification, by certified mail. It shall be the employee's responsibility to ensure that the employee's current address and telephone number is on file at the time the recall occurs. An employee so recalled by the City shall have five (5) working days in which to accept the assignment, and two (2) weeks to report if employed

elsewhere. If the employee does not accept the assignment or report to work within the times specified, the employee will lose all recall and other seniority rights.

Section 4. No regular employee shall be laid off while temporary employees are retained by the City in the classifications of the employees proposed to be laid off. Temporary employees for purposes of this section are limited to employees hired for the express purpose of performing work created as a result of the layoff, and don't include seasonal or other limited duration employees hired to perform projects distinct from the work created as a result of the layoff.

ARTICLE 11 – WORKING OUT OF CLASSIFICATION

Section 1. When an employee is notified in writing that they will be assigned for a limited period to act in capacity in a higher level of classification for more than a total of ten (10) consecutive or nonconsecutive working days (eight (8) hours or any portion thereof) within a thirty (30) day period, that employee shall be paid premium pay of five percent (5%) of base hourly rate for regular hours those hours assigned.

An employee performing duties out of classification for training and development purposes shall be so informed in writing, and it shall be mutually agreed to by the supervisor and employee. The notice shall state the purpose and length of assignment. During the training, there shall be no extra pay for the work. A copy of the notice shall be placed in the employee's file.

ARTICLE 12 – BOOT REIMBURSEMENT

Section 1. Employees required to wear protective boots or boots of a specific color to be worn with a uniform, shall be reimbursed up to \$250 per year for such boots upon presentation of a receipt.

Section 2. The City will supply to Public Works Utility Workers any OSHA/OROSHA required safety equipment, raingear, rubber boots, gloves, coveralls, winter coats or jackets, and uniform pants and shirts (long and short sleeve). Effective FY 22-23, eligible employees are permitted to select their choice of pants as purchased using a City P-card limited to a one-time amount of up to \$210 a year. New employees completing their probationary period are eligible up to \$350 one-time amount.

Section 3. Upon supervisory approval, the City will provide rain gear to employees who demonstrate a regular and consistent need for protection from exposure to weather in the performance of their official duties, including but not limited to: Code Compliance, Senior Planner, Associate Planner, Inspectors, Engineering Associate and Senior Project Manager.

ARTICLE 13 - PAID TIME OFF

Section 1. Description. 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 program was implemented in 1998 with the intent of providing employees with the discretion to use PTO for absences due to illness, medical appointments and other personal health needs of the employee or members of his/her family. To accomplish this intent, sick leave accrual was reduced by three (3) days per year and added to PTO accrual. Use of such days are subject to employee discretion.

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 of Pay Period	Yearly Accrual Rate	Maximum Accrual
< 3 years	5.23 hours	17 days	26 days
=>3 years	5.85 hours	19 days	29 days
=>6 years	6.46 hours	21 days	32 days
=>9 years	7.08 hours	23 days	35 days
=>12 years	7.69 hours	25 days	38 days
=>15 years	8.31 hours	27 days	41 days

Part time employees shall accrue PTO at a prorated rate of full-time employees. Eligible employees are paid hours up to the actual scheduled hours worked for the particular day in which time off is requested.

Section 3. Trial Employees. PTO accrued during the first six (6) months of continuous service shall not be credited as earned PTO until the employee completes the initial probationary period. Sick leave accrued shall be credited as earned sick leave after the 90th calendar day of employment.

Section 4. Maximum Accrual. Leave benefits which are earned may be accrued to a maximum of one and one half (1 ½) times the employee's annual accrual rate (rounded up). Employees will not accrue or be paid for any leave in excess of **one- and one-half** times. However, the City may approve temporary accruals and carryovers 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 in the opinion of the Department Head, make use of accrued paid time off benefits unfeasible. Temporary accruals in excess of the allowable amount shall be approved in writing by the City Manager.

Section 5. Procedure for Use of PTO.

- a. To schedule days off other than for illness or injury, an employee must submit a request to the immediate supervisor as far in advance as possible. All requests will be granted on a “first come, first served” basis. If two or more time off requests are received at the same time, then resolution of the conflicting time off request shall be based on seniority. PTO leave request, except in emergency situations, should be made at least two (2) weeks in advance. The immediate supervisor shall respond with the approval or denial within one (1) week of receipt of the request. All requests must be made in writing to be considered. Requests may be denied based upon staffing and workload requirements of the City. Approval of requests will not be unreasonably withheld.
- b. Employees must indicate in writing the number of PTO hours for which payment is requested. The combined total of hours worked and PTO hours cannot exceed the normal working time in any given pay period, except for authorized overtime.
- 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.

Section 6. Cash Out. Regular employees shall be paid in one (1) lump sum for any accrued but unused PTO benefits only upon layoff, resignation or dismissal, unless the employee fails to provide the required notice, if any.

Section 7. Sick Leave Accrual. Full time employees shall accrue 1.85 hours of paid sick leave for every 40 hours worked, Part time employees shall accrue sick leave at a prorated rate of full-time employees. Sick leave will be accrued in a separate bank and employees will not accrue or be paid any sick leave in excess of 720 hours.

Section 8. Applicability. Sick leave benefits may be used by regular employees for absences due to personal injury, illness or temporary disability in excess of one (1) day, which keeps the employee from performing their regular duties. Sick leave benefits may also be used for absences occasioned by the illness or injury of an immediate family member, or for reasons associated with the Family Leave Act.

Section 9. PTO Usage with Sick Leave. Employees may use accrued PTO leave for sick leave purposes only upon expiration of all accrued sick leave consistent with PTO use requirements.

Section 10. PTO Cash-out. One time in the months of November, December or January, during the term of this Agreement any full-time represented employee may request in writing a “cash-out” of up to forty (40) hours of PTO each calendar year at the current rate of the employees pay. In order to be eligible for the “cash-out” the employee must have taken eighty (80) hours PTO within the past 12 months and must maintain a minimum of 80 hours of accrued PTO after the “cash-out”. The City will 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 “cash-out” shall not be unreasonably withheld.

Section 11. On-the-Job Injury. When an employee is absent from work because of an on-the-job injury, the employee is subject to Oregon Workers’ Compensation Laws, and shall not receive sick leave benefits during any period when the employee is eligible to receive workers’ compensation benefits. An employee may use their sick leave during the three (3) day waiting period after the original injury, unless they are totally disabled for at least fourteen (14) consecutive calendar days or are admitted to a hospital as an inpatient within fourteen (14) days of the first onset of total disability, in which case the employee will not be subject to the three (3) day waiting period.

Section 12. Exempt Employees’ Administrative Leave. Bargaining unit members who are exempt employees shall receive forty (40) hours of administrative leave each year on January 1st or upon hire in which case the amount of the leave credited will be pro-rated. This administrative leave may be used as soon as it is credited and may not be carried over to the next calendar year.

In consideration of the fact that exempt staff work hours in excess of forty (40) per week, exempt staff will be allowed to flex their schedules upon supervisory approval.

ARTICLE 14 – HOLIDAYS

Section 1. All full-time employees shall be entitled to the following holidays:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25th

Section 2. Holiday Pay. Regular full-time employees who do not work on a holiday shall receive eight (8) hours holiday pay at their regular rate of pay, provided they have worked or been paid for their last scheduled workday before and their first scheduled workday after the holiday. Consistent with Article 8, holiday pay in this section counts as hours worked for the purposes of overtime eligibility.

Regular part time employees working twenty (20) hours or more a week who do not work on a holiday shall receive a portion of the eight (8) hours holiday pay at their regular rate of pay equivalent to the percentage of their hours worked to a full forty (40) hour work week, provided they have worked or been paid their last scheduled workday before and their first scheduled workday after the holiday. An unexcused absence from scheduled work on a holiday will result in loss of holiday pay for that holiday. Employees who work on a holiday will receive their holiday pay in addition to regular pay for work on the holiday.

Section 3. Except for employees regularly scheduled to work on a Saturday or Sunday, when a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day observed.

ARTICLE 15 - SPECIAL AND EMERGENCY LEAVE

Section 1. Jury Duty. Employees who are called to serve on a jury, shall be allowed time off from work without loss of pay or accrued benefits. Employees subpoenaed in the scope of their employment will provide a copy of the subpoena to their supervisor and consult with the supervisor to schedule their appearance. Attendance to matters under subpoena within the scope of an employee's employment will be on paid time. Any fees received shall be endorsed over to the City for deposit in the City's General Fund, provided, however, that any fees received for such duty occurring on days that are not regular workdays for the employee shall be retained by the employee. Employees excused from jury duty or court proceedings are expected to work the remainder of their regular workday.

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

Section 3. Leave with Pay. Except as otherwise established by this Agreement in the form of paid time off, holidays, jury duty, emergency leave, in-service training, and the other forms of leave and training specifically identified, leave with pay is not allowed, except by express authorization of the City Manager.

Section 4. Family Medical Leave. Consistent with City policy, an employee may be eligible for Family Medical Leave or other related leaves as defined under federal and state law. Family Medical Leave shall not exceed twelve (12) weeks within any calendar year, except as otherwise required by law. An employee may qualify for more than twelve (12) weeks of leave under OFLA and FMLA. The City shall post eligibility requirements in City Buildings as required by State Law. Employees are encouraged to contact Human Resources for more information.

Where practicable, and subject to the approval of the treating health care provider, the employee shall make a reasonable effort to schedule health care treatment or supervision to minimize disruption of the City's operations.

An employee returning from a FMLA or OFLA leave will have reinstatement rights pursuant to federal and state law.

Section 5. Bereavement Leave.

- a. **Bereavement Leave Generally** –Bereavement Leave will be given according to State law, which currently allows employees who have worked for the City of Sherwood for one-hundred eighty (180) calendar days, and averaged at least twenty-five (25) hours per week, to take up to two (2) weeks (80 hours) of bereavement leave per death of a family member. Bereavement leave may be used to attend the funeral or alternative to a funeral of the family member, or to grieve the death of the family member. Employees who wish to take bereavement leave must inform their supervisor or department director as soon as possible after receiving notification of an family member's death. Although prior notice is not required, oral notice must be provided within twenty-four (24) hours of beginning leave. Written notice must be provided to the employer within three (3) days of returning to work. Use of OFLA bereavement leave must be within 60 days of passing. Under exceptional circumstances, the City Manager may grant use of additional bereavement leave after the 60 days' notice of passing. Employees are required to use any available accrued leave during the period of bereavement leave; unpaid leave will be used if the employee has no available accrued leave.
- b. Definition. "Family Member" for purposes of this section is defined by State Law as periodically amended. (OAR 839-009-0210) The definition includes: spouse, same-gender registered domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, stepparent, parent-in-law, parent of same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of an employee, or the child of an employee's same-gender domestic partner.

Section 6. Union Leave. One authorized Union representative, upon written request from the Union given 30 days in advance, may be given a short-term leave of absence of up to one week per fiscal year without pay to transact business for this bargaining unit of the Union. The Union will cooperate with the City by making requests for such leave in a manner which will minimize interference with the City's operations. The Union agrees to reimburse the City for the costs of any benefits the employee earned or enjoyed during the period of unpaid Union leave (such as PERS, PTO accrual, sick leave accrual, health insurance benefits, etc.) consistent with ORS 243.804.

ARTICLE 16 - LEAVE WITHOUT PAY

Section 1. Leave without pay may be granted to any regular employee by the City Manager for an extended but limited period for personal, professional, or family reasons,

or for time beyond the medically certified period of temporary disability following childbirth. The City Manager shall have the discretion to grant leaves without pay consistent with the best business interest of the City and applicable law.

Section 2. Authorization. All leave without pay must be requested by the regular employee in writing as soon as the need for such 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 employee's department head and referred to the City Manager with the department head'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.

Section 3. Return to Work. Failure to return from any leave without pay on or before a designated date, will be considered a voluntary resignation and cause for separation of employment within the City. Employees on leave without pay may return to work early, provided notice is given to their department head at least two (2) regular City workdays in advance.

Section 4. Benefits. If an employee is on approved FMLA or OFLA leave, the City will continue the employee's health coverage consistent with applicable law on the same terms as if the employee had continued to work. Employees will be responsible for payment of any cost share for insurance contributions. When an employee enters leave without pay status or when pay is insufficient to cover the cost of the employee's portion of premiums, the employee must decide to pre-pay the premiums or incur a debt. The employer must receive notice of the employee's decision as soon as the employee becomes aware that their pay is insufficient to cover the cost of premiums. If an employee elects to pre-pay premiums, they must be paid to the City's Finance Department by the premium due date. Failure to do so, will result in the employee incurring a debt. When an employee incurs a debt for premiums due while on approved FMLA or OFLA leave, the City will pay both the employer and employee portions. In return, the employee agrees to repay the City for the employee's portion of the premiums paid on their behalf once the employee returns to pay status, at a rate of one and one-half times of the current premium due, until the debt has been paid in full. If the employee terminates employment before the debt has been satisfied, the debt will be collected by withholdings from any salary payments from the City or recovered by payment of a lump sum from the employee, consistent with applicable law. The provisions of this section are considered a written agreement between the Union and employee for the purposes of payroll deduction.

Section 5. 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 fell during a leave without pay period, the employee's anniversary date shall be adjusted accordingly for the time away on leave, unless otherwise required by law.

Section 6. Certificates. Employees who are granted a leave without pay for medical or disability reasons must exhaust all accrued sick leave, PTO and accrued benefits 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 terms of the Physical Examinations section the certificate shall, if possible, be from the health care provider who previously examined the employee.

ARTICLE 17 - RETIREMENT

Section 1. PERS Enrollment. After six (6) full calendar months of employment, all employees scheduled to work at least six hundred (600) hour per year shall participate in the State of Oregon Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan. Provided, however, that individuals actively enrolled in PERS as a result of prior employment shall be immediately re-enrolled upon hire subject to PERS rules and regulations.

The City shall pay the employee's contribution (Employee "Pick Up") in addition to the City's share of the cost of the retirement plan for each employee, subject to PERS rules and regulations.

Employees do not have the option of receiving this pick up as salary and paying their contribution directly.

ARTICLE 18 - BULLETIN BOARDS

Section 1. The City agrees to allow the Union to furnish and maintain a bulletin board in each City facility in which bargaining unit members work. The Union shall use the boards only for notices and bulletins concerning Union matters.

ARTICLE 19 – STEWARDS

Section 1. Employees selected by the Union to act as Union designated representatives shall be known as "stewards". The names of employees selected as "stewards" and the names of other Union representatives who may represent employees shall be certified in writing to the City by the Union.

Section 2. Stewards are allowed reasonable time on duty with pay when attending meetings with the City for negotiating labor agreements, adjusting grievances or when engaged in union activities as permitted by ORS 243.798(1)(a-g), with the understanding that engaging in such activities will not result in overtime payments. For the purpose of

this Section, “reasonable time” is defined as the time necessary under the circumstances for a reasonably prudent and diligent person to do, conveniently, what is required to be done, without unreasonable disruption of employee work performance based on operations. The parties recognize that bargaining and union activities may occur outside normal work hours, and such time is not compensable. Employees will record on their timecards the time spent engaged in union activity during work hours and provide their supervisors reasonable advanced notice. Concerns or disputes about the reasonable use of time on duty will be handled through labor management meetings, and if not resolved, will defer and be limited to the grievance process.

The City agrees that AFSCME representatives may have access to employees in the bargaining unit during business hours, provided the employee and the representative have received approval through Human Resources to be in City facilities. Such access should not interfere with the normal operations of the department.

ARTICLE 20 – INSURANCE

Section 1. Effective upon execution of this Agreement, the City will provide group medical, dental, alternative care, hearing aids and orthodontics and vision insurance coverage for all regular full-time employees and regular part-time employees who work twenty (20) or more hours per week. The parties acknowledge that changes in benefits within a plan by the insurance carrier are beyond the control of the parties and not subject to mid-term bargaining. The parties agree that the terms, conditions, and extent of the City’s group insurance programs may be modified to a comparable plan at any time by action of the City Council or the insuring agency. The City will provide at least 90 days’ notice.

Premium Cost Share. The City will pay 90% of the premium cost of the PPO Plan option in place for each tier of coverage for full-time employees. Full-time employees will pay the remainder. City contributions for part-time employees shall be pro-rated in accordance with City policy. Employees electing alternative plan options made available by the City may apply these contribution amounts towards 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, 2023, or following the month upon execution of this agreement, the later of either, the City will contribute \$35 per pay period to each employee’s individual HRA/VEBA account. 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 accidental death and dismemberment for each regular, full-time employee at one and one-half (1½) times the employee’s annual salary, \$75,000 maximum.

Section 3. Regular, full-time employees may enroll in a program of long-term disability insurance at 50% of monthly salary up to a maximum monthly benefit of \$3,000. Premium for this plan are paid 50% by the City and 50% by the employee. Short-term disability insurance will be offered and is 100% employee paid.

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 Hartford 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. Contributions are at the expense of the employee.

Section 6. The group medical, dental, and vision insurance coverage provided in Section 1 above will be subject to, when needed, annual review and recommendations by an insurance benefit committee consisting of an equal number of represented and non-represented committee members.

ARTICLE 21 - DISCIPLINE AND DISCHARGE

Section 1. Discipline.

- a. Disciplinary action shall include only the following: written reprimand; suspension without pay; demotion; or discharge.
- b. Corrective Actions and Counseling:

Forms of evaluation, corrective actions or counseling, such as oral warnings, written directives and work improvement plans, are not considered formal discipline but are less formal means of resolving concerns related to employee performance or behavior. These forms of counseling may serve as evidence for future disciplines. Corrective actions, oral warnings reduced to writing or other counseling are not considered to be discipline and may not be protested through the grievance procedure. These forms of corrective actions and counseling will be clearly labeled and can be maintained in the supervisory file to be reviewed and removed from the supervisory file every 18 months from date of imposition. A matter that is removed from the supervisory file may be used for civil purposes and notice of rule. The employee may provide a written rebuttal to a counseling action if provided within twenty-one (21) calendar days of the counseling. Corrective actions under this section are not placed in the personnel file. Nothing in this Article shall be construed to prevent or prohibit a Department Head or supervisory employee from discussing operational matters informally with employees.

- c. Disciplinary action may be imposed upon an employee only for just cause. 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.

- d. Disciplinary action imposed upon an employee, may be processed as a grievance through the regular grievance procedure.
- e. Due Process.

In the event the City believes an employee may be subject to formal discipline, the following procedural due process shall be followed:

Investigatory Interviews: In the event the employer intends to conduct a disciplinary investigatory interview of the employee, the City will give at least twenty-four (24) hours' notice of interview to the employee, Union President and AFSCME Representative. The written notice will include the charges or allegations that may subject the employee to discipline. The notice will also include the right for the employee to a Union representative present. Investigatory interviews will not be unduly delayed to accommodate for any particular Union representative.

Prior to imposition of an economic sanction, the City will provide written notice to the employee, Union President and AFSCME Representative of the opportunity to meet in an informal meeting to refute the charges or allegations either in writing or orally, and of the time and place of the meeting. The notice shall inform the employee of the right to have Union representation at the informal meeting and the disciplinary sanction under consideration. The employer agrees to consider factors presented by the Union or employee under this section prior to imposition of final discipline.

- f. Probationary Employee.

This Article shall not apply to any employee on probation as defined in this Agreement. Probationary employees may not grieve disciplinary actions or dismissal.

ARTICLE 22 -- COMPENSATION

Section 1. Wage Scales.

Effective July 1, 2022, the wage scale increased at Step 1 by 5.1% for all classifications. Steps will be adjusted accordingly maintaining existing ratios between the steps as shown in Schedule A.

Effective January 1, 2023, or after execution the latter of either, each full-time employee employed at the time will receive a one-time payment of \$2,000 (two thousand dollars) in the next normal pay period, subject to applicable withholdings. This payment is in recognition of current market conditions. Part time employees will be paid on a prorated basis on their budgeted FTE status.

Effective July 1, 2023, the wage scale will be increased by 4% for all classifications. Steps will be adjusted accordingly maintaining existing ratios between the steps as shown in Schedule A.

Schedule A, Wages, reflects the hourly rate of pay for each classification. The yearly salary presented is for references purposes only based on a regular schedule of 2080 hours per year.

Section 2. Salary Steps. All step increases within the salary schedule established in Exhibit "A" shall be contingent upon satisfactory performance as indicated in an employee's written performance evaluation. This annual evaluation will correspond with the employee's anniversary date and will include a review of the employee's job description for completeness and accuracy. A performance evaluation may be grieved under Article 3 through Step 3 of the grievance procedure if an employee receives an evaluation which "Does Not Meet Standards." If an employee does not receive their ~~his/her~~ annual performance evaluation within two months after the employee's anniversary date, the evaluation will be presumed satisfactory and any step increase due will be granted retroactively to the employee's anniversary date.

Section 3. Two-Step Increments. Employees hired before July 1, 2018 and who have satisfactorily completed five (5) years within the City will receive two-step increments for their anniversary adjustments upon receipt of a satisfactory performance evaluation.

Section 4. Longevity Compensation. Effective the pay period following execution of this agreement, employees who have worked in any position at the City for each of the specified periods of consecutive years set forth in the table below will receive a one-time accrual of paid leave in the applicable anniversary fiscal year. received one time in the applicable anniversary fiscal year.

Anniversary Year	Paid Leave
10 years of service	1 day
15 years of service	3 days
20 years of service	5 days

Employees who have been at step 13 in the Salary Schedule for four (4) consecutive years shall receive a 3% increase in their base pay as shown for longevity in Exhibit A.

Section 5. Leave Without Pay Extension. Unless otherwise restricted by law, the performance evaluation period of an employee taking a leave without pay of thirty (30) calendar days or longer, shall be extended until the employee has returned to work and

completed as many days of continuous employment as the length of the leave without pay period. The anniversary date will be changed by the same amount of the time of the leave without pay.

Section 6. Expense reimbursement. Mileage and expense reimbursement will continue pursuant to existing City policy.

Section 7. Certifications. The costs of obtaining City required licenses, certifications and physical exams shall be reimbursed consistent with existing City policy.

Section 8. Promotion. A promotion is intended as an opportunity for an employee to apply for a vacant position within the bargaining unit which includes application by the employee, candidate review, and a competitive process, if offered. Promotions require a probationary period before receiving a step increase (Article 22.10). Upon promotion, an employee will advance to the new salary range and to the step in the new salary which provides at least a 5% increase from the employee's former salary step. A new anniversary date will be established upon the effective date of promotion.

Section 9. Reclassification. Reclassification is when the City reassigns an existing classification to a different classification with a higher, lower, or lateral range of pay steps either by a classification review or upon the City's own initiative to reclassify positions based on a review of assigned job duties, qualifications and operational need. A reclassification does not have a probationary period and an employee's anniversary date is not changed. When an employee's position is reclassified upward the employee shall be placed on the new salary range at the first step equal to or higher than the employee's former salary step.

Section 10. Probationary Employees. Upon completion of initial trial service or promotional probation, and employee shall be granted a step increase. A new anniversary date will be established upon the date of the successful completion of trial service or promotion probation.

Section 11: Bilingual Pay. For those classifications determined by the City reflecting an operational need or basis to speak Spanish, those employees within those classifications who can demonstrate the ability to speak Spanish at a sufficient proficiency level as determined by the City will receive a premium incentive of \$25 per pay period. The employee will be subject to language skill testing as directed by the City.

ARTICLE 23 – SAVINGS CLAUSE

Section 1. Should any article, section, or portion of this Agreement or supplement thereto be held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon, be finally adjudged by the Supreme Court, or other court of appropriate jurisdiction, or any administrative agency of the State of Oregon having jurisdiction over the subject matter, 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, except those remaining provisions which are so essential, connected and dependent upon the unlawful or unenforceable part that it is apparent that such remaining provisions would not have been agreed to without such other parts and the remaining provisions which, standing alone, are incomplete and incapable of being executed in accordance with the intent of this Agreement. Both parties agree to immediately renegotiate any part of this Agreement found to be in such violation, 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.

Section 2. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement is subject to established annual budget procedures. The wages and benefits provided herein may not be cut unilaterally, but the parties recognize that, if there are insufficient funds to maintain the level of wages and benefits provided herein, the parties will meet and confer on that subject on request of either party. The City cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City makes no guarantee as to passage of budget requests, approval thereof, or necessary sources of revenue.

ARTICLE 24 – MANAGEMENT RIGHTS

Section 1. The Union 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 Union 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 City and its departments; determining standards and levels of service and methods of operation, including subcontracting, where Union 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 Union, 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 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.

ARTICLE 25 – CONTINUITY OF SERVICES

Section 1. During the term of this Agreement the Union'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 City.

Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross a picket line in the line of duty.

Section 2. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

Section 3. In the event of a violation of this provision by the Union or members of the Union, the City may discipline or discharge any employee involved in such activity.

ARTICLE 26 – CLOSURE

Section 1. Pursuant to their statutory obligations to bargain in good faith, the City and the Union 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 AFSCME Council 75 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 AFSCME Council 75 where mutually agreeable.

ARTICLE 27 – LABOR MANAGEMENT COMMITTEE

The parties acknowledge that meetings between the City Management and Union leadership may be beneficial to discuss workplace matters in efforts of establishing and maintaining a cooperative labor partnerships.

The parties agree to meet quarterly, as requested, or more frequently upon agreement, for the purposes of discussing current concerns and matters related to work. These meetings are non-binding and not considered negotiations. Parties are not precluded from

resolving concerns mutually either informally or by written agreement. The Union may have up to three (3) designees to attend on paid time. Meeting times will be scheduled mutually. Union participation on the committee does not waive any rights under PECBA.

ARTICLE 28 - TERM OF AGREEMENT

Section 1. This Agreement shall be effective on upon execution and shall remain in full force and effect until June 30, 2024.

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

**FOR AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 75, LOCAL 1777**

FOR THE CITY OF SHERWOOD

Phillip Smith, Local 1777 President

Keith Campbell, City Manager

Date: _____

Date: _____

pursuant to resolution by City Council

Tammy Steffens, Local 1777 Secretary

Date: _____

Debra Kidney, AFSCME

Date: _____

SCHEDULE A – HOURLY WAGE SCHEDULE¹

Exhibit A - AFSCME Represented Salary Schedule 2022-23														
Pay Group	Job Title	Step 1	Step 2 2.50%	Step 3 2.50%	Step 4 2.50%	Step 5 2.50%	Step 6M 2.50%	Step 7 2.00%	Step 8 2.00%	Step 9 1.50%	Step 10 1.50%	Step 11 1.50%	Step 12 1.50%	Step 13 1.50%
500	Library Page Recreation Assistant	\$15.04 \$31,283	\$15.42 \$32,065	\$15.80 \$32,866	\$16.20 \$33,688	\$16.60 \$34,530	\$17.02 \$35,394	\$17.36 \$36,101	\$17.70 \$36,824	\$17.97 \$37,376	\$18.24 \$37,937	\$18.51 \$38,506	\$18.79 \$39,083	\$19.07 \$39,669
600	No current positions	\$17.29 \$35,961	\$17.72 \$36,860	\$18.16 \$37,782	\$18.62 \$38,726	\$19.08 \$39,694	\$19.56 \$40,687	\$19.95 \$41,500	\$20.35 \$42,330	\$20.66 \$42,965	\$20.97 \$43,610	\$21.28 \$44,264	\$21.60 \$44,928	\$21.92 \$45,602
700	Administrative Assistant I Library Assistant I	\$19.01 \$39,546	\$19.49 \$40,535	\$19.98 \$41,548	\$20.47 \$42,587	\$20.99 \$43,652	\$21.51 \$44,743	\$21.94 \$45,638	\$22.38 \$46,550	\$22.72 \$47,249	\$23.06 \$47,957	\$23.40 \$48,677	\$23.75 \$49,407	\$24.11 \$50,148
800	Administrative Assistant II Library Assistant II Maintenance Worker I	\$21.87 \$45,492	\$22.42 \$46,630	\$22.98 \$47,795	\$23.55 \$48,990	\$24.14 \$50,215	\$24.75 \$51,470	\$25.24 \$52,500	\$25.75 \$53,550	\$26.13 \$54,353	\$26.52 \$55,168	\$26.92 \$55,996	\$27.32 \$56,836	\$27.73 \$57,688
900	City Records Technician Court Clerk I Engineering Technician I Finance Technician I Kitchen Coordinator Permit Specialist Planning Technician Recreation Specialist Telecommunications Utility Worker I Utility Billing Technician	\$23.83 \$49,558	\$24.42 \$50,797	\$25.03 \$52,067	\$25.66 \$53,369	\$26.30 \$54,703	\$26.96 \$56,071	\$27.50 \$57,192	\$28.05 \$58,336	\$28.47 \$59,211	\$28.89 \$60,099	\$29.33 \$61,001	\$29.77 \$61,916	\$30.21 \$62,845
1000	Maintenance Worker II Police Records Specialist	\$25.75 \$53,559	\$26.39 \$54,898	\$27.05 \$56,270	\$27.73 \$57,677	\$28.42 \$59,119	\$29.13 \$60,597	\$29.72 \$61,809	\$30.31 \$63,045	\$30.76 \$63,991	\$31.23 \$64,951	\$31.69 \$65,925	\$32.17 \$66,914	\$32.65 \$67,918
1100	Broadband Install Tech City Volunteer Coordinator Court Clerk II Engineering Program Associate Engineering Technician II Finance Technician II Lead Billing Technician Lead Permit Specialist Librarian I Maintenance Worker III Mechanic Planning Coordinator Program and Event Coordinator Telecommunications Utility Worker II	\$27.81 \$57,844	\$28.50 \$59,290	\$29.22 \$60,772	\$29.95 \$62,291	\$30.70 \$63,849	\$31.46 \$65,445	\$32.09 \$66,754	\$32.73 \$68,089	\$33.23 \$69,110	\$33.72 \$70,147	\$34.23 \$71,199	\$34.74 \$72,267	\$35.26 \$73,351
1200	Asset Management Specialist Assistant Planner Code Compliance Officer Engineering Technician III Lead Maintenance Worker	\$30.03 \$62,456	\$30.78 \$64,018	\$31.55 \$65,618	\$32.34 \$67,259	\$33.14 \$68,940	\$33.97 \$70,664	\$34.65 \$72,077	\$35.35 \$73,518	\$35.88 \$74,621	\$36.41 \$75,740	\$36.96 \$76,877	\$37.51 \$78,030	\$38.08 \$79,200
1300	Accountant Associate Planner Building Inspector-Plans Examiner II Engineering Associate I Environmental Program Coordinator GIS Programmer/Analyst Lead Telecommunications Utility Worker Librarian II Technical Services Librarian	\$33.33 \$69,321	\$34.16 \$71,054	\$35.01 \$72,830	\$35.89 \$74,651	\$36.79 \$76,517	\$37.71 \$78,430	\$38.46 \$79,998	\$39.23 \$81,598	\$39.82 \$82,822	\$40.42 \$84,065	\$41.02 \$85,326	\$41.64 \$86,606	\$42.26 \$87,905
1400	Building Inspector-Plans Examiner III Senior Accountant	\$35.66 \$74,174	\$36.55 \$76,028	\$37.47 \$77,929	\$38.40 \$79,877	\$39.36 \$81,874	\$40.35 \$83,921	\$41.15 \$85,599	\$41.98 \$87,311	\$42.61 \$88,621	\$43.25 \$89,950	\$43.89 \$91,299	\$44.55 \$92,669	\$45.22 \$94,059
1500	Senior Planner	\$38.52 \$80,120	\$39.48 \$82,123	\$40.47 \$84,176	\$41.48 \$86,280	\$42.52 \$88,437	\$43.58 \$90,648	\$44.45 \$92,461	\$45.34 \$94,310	\$46.02 \$95,725	\$46.71 \$97,161	\$47.41 \$98,618	\$48.12 \$100,098	\$48.85 \$101,599

¹ The yearly salary presented is for reference purposes only based on a regular schedule of 2080 hours per year. (Article 22.1)

Exhibit A - AFSCME Represented Salary Schedule 2023-24

Pay Group	Job Title	Step 1	Step 2 2.50%	Step 3 2.50%	Step 4 2.50%	Step 5 2.50%	Step 6M 2.50%	Step 7 2.00%	Step 8 2.00%	Step 9 1.50%	Step 10 1.50%	Step 11 1.50%	Step 12 1.50%	Step 13 1.50%
500	Library Page Recreation Assistant	\$15.64 \$32,534	\$16.03 \$33,347	\$16.43 \$34,181	\$16.84 \$35,036	\$17.27 \$35,912	\$17.70 \$36,809	\$18.05 \$37,546	\$18.41 \$38,296	\$18.69 \$38,871	\$18.97 \$39,454	\$19.25 \$40,046	\$19.54 \$40,646	\$19.83 \$41,256
600	No current positions	\$17.98 \$37,399	\$18.43 \$38,334	\$18.89 \$39,293	\$19.36 \$40,275	\$19.85 \$41,282	\$20.34 \$42,314	\$20.75 \$43,160	\$21.17 \$44,024	\$21.48 \$44,684	\$21.80 \$45,354	\$22.13 \$46,034	\$22.46 \$46,725	\$22.80 \$47,426
700	Administrative Assistant I Library Assistant I	\$19.77 \$41,128	\$20.27 \$42,156	\$20.77 \$43,210	\$21.29 \$44,290	\$21.83 \$45,398	\$22.37 \$46,533	\$22.82 \$47,463	\$23.28 \$48,413	\$23.62 \$49,139	\$23.98 \$49,876	\$24.34 \$50,624	\$24.70 \$51,383	\$25.07 \$52,154
800	Administrative Assistant II Library Assistant II Maintenance Worker I	\$22.75 \$47,312	\$23.31 \$48,495	\$23.90 \$49,707	\$24.50 \$50,950	\$25.11 \$52,224	\$25.74 \$53,529	\$26.25 \$54,600	\$26.77 \$55,692	\$27.18 \$56,527	\$27.58 \$57,375	\$28.00 \$58,236	\$28.42 \$59,109	\$28.84 \$59,996
900	City Records Technician Court Clerk I Engineering Technician I Finance Technician I Kitchen Coordinator Permit Specialist Planning Technician Recreation Specialist Telecommunications Utility Worker I Utility Billing Technician	\$24.78 \$51,541	\$25.40 \$52,829	\$26.03 \$54,150	\$26.68 \$55,504	\$27.35 \$56,891	\$28.04 \$58,314	\$28.60 \$59,480	\$29.17 \$60,670	\$29.61 \$61,580	\$30.05 \$62,503	\$30.50 \$63,441	\$30.96 \$64,392	\$31.42 \$65,358
1000	Maintenance Worker II Police Records Specialist	\$26.78 \$55,701	\$27.45 \$57,094	\$28.14 \$58,521	\$28.84 \$59,984	\$29.56 \$61,484	\$30.30 \$63,021	\$30.90 \$64,281	\$31.52 \$65,567	\$32.00 \$66,550	\$32.48 \$67,549	\$32.96 \$68,562	\$33.46 \$69,590	\$33.96 \$70,634
1100	Broadband Install Tech City Volunteer Coordinator Court Clerk II Engineering Program Associate Engineering Technician II Finance Technician II Lead Billing Technician Lead Permit Specialist Librarian I Maintenance Worker III Mechanic Planning Coordinator Program and Event Coordinator Telecommunications Utility Worker II	\$28.92 \$60,157	\$29.64 \$61,661	\$30.39 \$63,203	\$31.15 \$64,783	\$31.92 \$66,403	\$32.72 \$68,063	\$33.38 \$69,424	\$34.04 \$70,812	\$34.56 \$71,875	\$35.07 \$72,953	\$35.60 \$74,047	\$36.13 \$75,158	\$36.68 \$76,285
1200	Asset Management Specialist Assistant Planner Code Compliance Officer Engineering Technician III Lead Maintenance Worker	\$31.23 \$64,955	\$32.01 \$66,578	\$32.81 \$68,243	\$33.63 \$69,949	\$34.47 \$71,698	\$35.33 \$73,490	\$36.04 \$74,960	\$36.76 \$76,459	\$37.31 \$77,606	\$37.87 \$78,770	\$38.44 \$79,952	\$39.01 \$81,151	\$39.60 \$82,368
1300	Accountant Associate Planner Building Inspector-Plans Examiner II Engineering Associate I Environmental Program Coordinator GIS Programmer/Analyst Lead Telecommunications Utility Worker Librarian II Technical Services Librarian	\$34.66 \$72,093	\$35.53 \$73,896	\$36.41 \$75,743	\$37.33 \$77,637	\$38.26 \$79,578	\$39.21 \$81,567	\$40.00 \$83,198	\$40.80 \$84,862	\$41.41 \$86,135	\$42.03 \$87,427	\$42.66 \$88,739	\$43.30 \$90,070	\$43.95 \$91,421
1400	Building Inspector-Plans Examiner III Senior Accountant	\$37.09 \$77,141	\$38.01 \$79,069	\$38.96 \$81,046	\$39.94 \$83,072	\$40.94 \$85,149	\$41.96 \$87,278	\$42.80 \$89,023	\$43.66 \$90,804	\$44.31 \$92,166	\$44.98 \$93,548	\$45.65 \$94,951	\$46.33 \$96,376	\$47.03 \$97,821
1500	Senior Planner	\$40.06 \$83,325	\$41.06 \$85,408	\$42.09 \$87,543	\$43.14 \$89,732	\$44.22 \$91,975	\$45.32 \$94,274	\$46.23 \$96,160	\$47.16 \$98,083	\$47.86 \$99,554	\$48.58 \$101,047	\$49.31 \$102,563	\$50.05 \$104,102	\$50.80 \$105,663

Agenda Item: Consent Agenda

TO: Sherwood City Council

FROM: Keith D. Campbell, City Manager
Through: Alan Rappleyea, Interim City Attorney

SUBJECT: Resolution 2023-006, Ratifying the Collective Bargaining Agreement and Approving a Sabbatical Memo of Understanding with SPOA

Issue:

Shall the City Council approve a resolution ratifying a collective bargaining agreement with the Sherwood Police Officers Association and approve a Sabbatical Memo of Understanding?

Background:

The City's labor attorney, Steven Schuback, has completed Collective Bargaining Agreement (CBA) negotiations with the Sherwood Police Officers Association (SPOA). SPOA has voted to ratify the tentative agreement and a Memo of Understanding. Staff is now bringing the tentative agreements to Council with a recommendation to ratify for the City.

Financial Impacts:

The financial impact over the next 3 years is expected to be at least \$595,000. Please note this figure does not include step increases for Officers in years 2 and 3.

Recommendation:

City staff respectfully recommends City Council adoption of Resolution 2023-006, Ratifying the Collective Bargaining Agreement and approving a Sabbatical Memo of Understanding with SPOA.



RESOLUTION 2023-006

**RATIFYING THE COLLECTIVE BARGAINING AGREEMENT AND APPROVING A SABBATICAL
MEMO OF UNDERSTANDING WITH SPOA**

WHEREAS, the City's labor attorney has negotiated a collective bargaining agreement and a Sabbatical Memo of Understanding between the City of Sherwood and the Sherwood Police Officers Association; and

WHEREAS, the City of Sherwood and SPOA members have worked in good faith on the agreements to ensure that it meets the financial and operational needs of the City and the Union; and

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

Section 1. The amendment to the collective bargaining agreement between the City of Sherwood and the Sherwood Police Officers Association, attached hereto as Exhibit A, and a Sabbatical Memo of Understanding, attached hereto as Exhibit B are hereby approved.

Section 2. The City Manager is authorized to sign said agreements.

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

Duly passed by the City Council this 3rd of January, 2023.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

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

Expires: June 30, 2025

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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 and Community Services Officers (non-sworn) excluding the chief, captains, 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 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 ~~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. 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 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 reasonable 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 at 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 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. 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 ~~him/her~~ 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 ~~he/she is~~ 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.
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 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 -- 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 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). 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 his/her 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 his/her 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 his/her 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 officer, 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 sworn officer 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 sworn officer,

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 sworn officer 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 arbiter 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 his/her 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. Special Assignments. Vacancies for a full-time specialty assignments that are to be filled on other than a temporary (six (6) months or less) basis shall be posted 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. Required Shift Rotation. Employees may remain on a particular shift assignment for up to two (2) years, after which they will be required to rotate to another shift for at least four (4) months (an employee required to rotate to another shift under this section will hereafter be referred

to as a “rotating officer”). It is the rotating officer’s responsibility to notify a supervisor prior to November 1st if they will need to mandatorily rotate off a shift in the bidding process pursuant to this section.

Section 3. 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 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.

Shift bidding shall follow the following process:

- 1) Officers will bid for shifts beginning with the officer with the most seniority and thereafter proceeding in order of seniority until the number of rotating officers is equal to the number of slots that could be rotated into.
- 2) All rotating officers will then bid for shifts in order by seniority.
- 3) The remaining officers will then bid for shifts in order by seniority.

Patrol officers may trade shift assignments with another willing officer and thereby regain an assignment to the shift he or she was otherwise required to rotate off of, subject to approval by the Chief or his or her designee. Shift and Vacation bidding does not apply to the CSO classification.

Section 4. Bumpable Slot. Notwithstanding the terms of this Article, the City shall have the sole and exclusive right to designate during the annual shift bidding process, one or more “bumpable slots” on any shifts. The City may at any time assign any probationary employee (the “bumping employee”), during that employee’s probationary period (and any extension of the probationary period), to any bumpable slot. If another employee is already assigned to the bumpable slot based on the shift bidding process in this Article, that employee will automatically be reassigned to the bumping employee’s shift. The City’s assignment of a probationary employee to the bumpable slot shall not be subject to the bidding procedures in this Article and may be made without regard to seniority.

When bidding for a bumpable slot, the bidding employee recognizes that, in the event they are bumped, they will be required to work the shift vacated by the bumping 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 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 hired at entry level will be placed at the Step 1 rate corresponding to their classification within the salary matrix established in Appendix A and will be eligible to advance to the Step 2 rate after one (1) year of employment with the City, subject to satisfactory evaluation/probation status. Employees hired as laterals shall be placed at the step commensurate with their prior experience as determined in the sole discretion of the Chief of Police.

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 on 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 the 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 hires with the Police Department shall be tentative and subject to a probationary period of eighteen (18) consecutive months' service. In the event a new hire is coming from another Oregon jurisdiction as a sworn officer with DPSST certification and in good standing, the probationary period will be 12 months (365 days) from date of hire.== 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 employee, the employee shall earn Paid Time Off credits, but shall not be eligible to use Paid Time Off except for after the 90th calendar day of employment for an absence resulting from injury or illness.

The probationary period is intended to provide an extended period of observation of new employees. Unless otherwise prohibited by law, if an employee is absent from the employee's position for a period of 14 calendar days or longer, 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. 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 3. 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 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 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. Upon mutual agreement with a supervisor, Detectives, CSOP and SROs may adjust his or her work schedule such that the employee starts his or her shift up to 2 hours earlier or later than normally scheduled, or ends his or her shift up to 2 hours earlier or later than normally scheduled in order to accommodate for community and operational needs. Any resulting excess or deficit of working hours shall be made up within the same workweek. Any such adjusted time will be paid at the regular rate. Call Outs, Force-Ins, and Mandatory Overtime will be handled according to Article 16 and 17 of this agreement.
- 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. When an off-shift phone call exceeds 5 minutes, employees may add time to their timecard for that workweek to the next greater 15-minute increment. Overtime is paid in ¼ hour increments. Employees should log the nature of such calls for record keeping purposes. Calls of 5 minutes or less are considered insubstantial and are not compensated unless there are multiple calls.

ARTICLE 16 – OVERTIME/COMPENSATORY TIME

Section 1. 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. 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 workweek¹; 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.

Section 2. Sergeants, Captains, and the Chief of Police are the only employees authorized to require or authorize overtime by employees. Employees may be subject to discipline for working unauthorized overtime.

Assignment of Overtime for Sworn Officers:

When the City has knowledge of a need to cover certain hours at least 5 calendar days in advance, the City will assign officers to cover those hours 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 no officer signs up to work posted hours, the City shall follow the procedures set forth in Article 16, Section 3(B).

When the City has knowledge of a need to cover certain hours less than 5 calendar days in advance, the City will assign officers to cover those hours in the following order:

- 1. Officers working on the prior 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 the prior shift that needs to be covered or scheduled for the next shift cannot cover the required 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" and has worked a minimum of 3 hours will

¹ For determining a 40-hour workweek for the purposes of overtime, the use of authorized accrued leaves are included in the 40-hour calculation.

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.

Section 4. An employee may elect to be compensated for overtime worked or by electing to accrue compensatory time off. However, compensatory time off may only be accrued if the employee has worked and been paid for a minimum of forty (40) hours in the workweek for which compensatory time is requested. Compensatory time shall be earned at one and one-half (1½) times the overtime hours worked but shall not exceed a maximum “bank” of seventy (70) hours.

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. Shift Trades: 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. 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 1/2) 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.

(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 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 (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 callback under Article 17, shall not be required to do work beyond the completion of a specific callback or court appearance. Minimum 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 off duty are subject to regular pay or overtime as provided by this agreement. Phone calls of less than around 5 minutes are considered di minimis and not compensable. Employees should log any remote work/phone calls for payroll purposes.

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 they 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. If the safety release time will extend into the employee's next regularly scheduled shift, the employee may use any accrued leave or unpaid leave to cover the period of absence from that shift. 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.

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 and retroactive to July 1, 2022, the wage scale will be as set forth in Appendix A, increased by 5% by applying the percentage increase to the first step and maintaining 5% between steps.

Effective in the payroll period following execution of this agreement, each employee currently employed at the time will be paid an additional payment of \$3,000 (three thousand), subject to applicable withholdings through normal payroll.

Effective July 1, 2023, the wage scale will be as set forth in Appendix A, increased by 4% by applying the percentage increase to the first step and maintaining 5% between steps.

Effective July 1, 2024, 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, 2023, with a minimum of 2% and maximum of 4.5%, by applying the percentage increase to the first step and maintaining 5% 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. Shift Differential Pay: Shift differential pay will be paid at the rate of seventy-five cents (\$0.75) 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	4% of base hourly rate
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Advanced certificate	8% of base hourly rate
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(Certificate incentives are not cumulative)

AA degree	3% of base hourly rate
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BA degree	6% of base hourly rate
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(Degree incentives are not cumulative)

Section 2. Employees are eligible for various incentives for engaging in specialized functions and for having particular skills and for acting in a different capacity that are beneficial to the efforts of the Department. Officers are eligible for additional premium compensation as outlined below:

Assignment to Detectives*	7.5%
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Assignment to Field Training Officer ²	7.5%
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Assignment to Motorcycle Officer ³	5.0%
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Assignment to Officer-in-Charge ⁴	5.0%
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Assignment to Public Information Officer	5%
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Assignment to Mental Health Response Team (MHRT)	5%
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*Subject to on-call rotations

² 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.

³ 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.

⁴ 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.

Residency within Sherwood City Limits	\$125 per month*
*Paid in the 2 nd pay period of each month	
Fluency in speaking Spanish language ⁵	\$250 per month*
*Paid in the 2 nd pay period of each month	
Assignment to School Resource Officer	5.0%
Assignment to K9 Officer ⁶	5.0%
Assignment to Tactical Negotiations Team (TNT)	5.0%

Certification pay shall be computed based upon the employee's base salary. 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. For the classification of CSO, only the Residency Incentive is available.

Section 3. 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. Longevity Pay. Upon receiving a satisfactory performance evaluation after their tenth (10th) anniversary with the City or, for Sworn Police Officers, completion of fifteen (15) years⁷ of full-time law enforcement experience, employees will receive a premium of two percent (2%) of base pay. Fifteen (15) years of full-time law enforcement experience is defined as active time served as a full-time law enforcement officer based on DPSST record documents, or similar documentation satisfactory to the City in the reasonable discretion of the Police Chief. Employees requesting Longevity Pay based on 15 years of experience shall bear the responsibility of providing documentation to the Chief of Police to verify and approve eligibility. Longevity Pay will be retroactive to the employee's anniversary date if the performance evaluation is delayed more than one month.

⁵ An employee shall be eligible to receive the Spanish language premium if they provides the Department with mutually satisfactory proof, subject to retest at City discretion, that they are fluent in speaking the Spanish language.

⁶ The parties acknowledge by this agreement that the average time required of an officer to care for and feed an assigned canine is roughly 30 minutes per day. Canine officers will therefore record 30 minutes of paid canine time per day, seven days per week, in the same manner as any other hours worked, except for any days the canine officer does not actually care for the canine (e.g., the canine is kenneled or cared for by another party). Canine officers may be relieved of duty from their regularly scheduled shifts for up to 3.5 hours per week in order to offset this canine time, as directed by the employer.

⁷ 15 Years of service is inclusive of law enforcement experience as a sworn officer with another agency. This does not apply for the 10-year tier.

Section 5. With the exception of Officer-in-Charge and FTO premium, premium assignments in Section 2 require assignment for at least one full pay period prior to receiving the premium. OIC and FTO are paid for the hours assigned and performed.

ARTICLE 20 – INSURANCE

Section 1. 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. 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. The City will contribute a one-time payment of \$300 for each new employee towards the employee's individual HRA/VEBA account. Effective January 1, 2023, or upon execution, the later of either, the City will contribute \$25 per pay period to each employee's individual HRA/VEBA account. Employees will pay \$50 per month to their individual account through payroll deductions. HRA/VEBA fees are the responsibility of the employee.⁸

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 (1½) times the employee's annual salary, \$75,000 maximum. Effective January 1, 2023, the maximum will be increased to \$150,000.

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.

⁸ Part-time employees are prorated for all benefits based on budgeted FTE. VEBA contributions are required for all employees as specified in Section 1.

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. The Paid Time Off (PTO) Program is a consolidation of, and in lieu of, 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 (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, 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 3.69 hours per pay period (every two weeks). Sick leave runs concurrently with Oregon Family Leave Act, Federal Family and Medical Leave and other leave where allowed by law. An employee begins to accrue paid sick leave on the first day of employment but may not use paid sick leave until after the 90th calendar 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 4. 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, 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 5. 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 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 within each classification 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 will be compensated through the regular payroll process when using accrued paid leaves. Employees must indicate in writing the number of PTO and Sick Leave hours for which paid accrual is requested to be used. The combined total of hours worked and paid leave, such as PTO and Sick Leave cannot exceed forty (40) hours in a workweek.

Section 6. 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. Annual request for compensation: 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 Manager 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 7. 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 8. Holiday Work. 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
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

Section 9. Workers Compensation. When an employee is absent from work because of an accepted claim for an on-the-job injury, employees may receive worker's compensation payments as provided by the carrier. At the election of the employee and upon notice to Human Resources, the employee may use accrued sick leave or PTO to pay the gap between worker's compensation payments and the employee's net monthly pay.

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, 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 and CSO 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 officer and CSO. For officers assigned to K-9, the reimbursement value will be \$300 every year.

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 reimbursement 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:

- 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 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. Police Officers: 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.

Community Service Officer: The City will provide required training for the position as directed by the City.

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 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 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 his/her 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 ~~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, 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 or the Director of Finance.

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.

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 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, 2025, 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 1st of the expiring year.

FOR THE SHERWOOD POLICE OFFICERS' ASSOCIATION

Corey Jentzsch
Association President

Date

FOR THE CITY OF SHERWOOD

Keith Campbell
City Manager

Date

APPENDIX A – WAGE SCHEDULE

Effective and retroactive to July 1, 2022

5% COLA

5% between steps

SPOA Represented Salary Schedule 2022-23						
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Officer	\$5,669	\$5,953	\$6,250	\$6,563	\$6,891	\$7,236
	32.71	34.34	36.06	37.86	39.76	41.74
	\$68,032	\$71,433	\$75,005	\$78,755	\$82,693	\$86,827
Community Services Officer	\$5,069	\$5,322	\$5,588	\$5,868	\$6,161	\$6,469
	29.24	30.70	32.24	33.85	35.54	37.32
	\$60,824	\$63,866	\$67,059	\$70,412	\$73,932	\$77,629

Effective July 1, 2023:

4% COLA

5% between steps

SPOA Represented Salary Schedule 2023-24						
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Officer	\$5,896	\$6,191	\$6,500	\$6,825	\$7,167	\$7,525
	34.02	35.72	37.50	39.38	41.35	43.41
	\$70,753	\$74,291	\$78,005	\$81,905	\$86,001	\$90,301
Community Services Officer	\$5,271	\$5,535	\$5,812	\$6,102	\$6,407	\$6,728
	30.41	31.93	33.53	35.21	36.97	38.81
	\$63,257	\$66,420	\$69,741	\$73,228	\$76,890	\$80,734

**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 Jentsch
Association President

Date

**FOR THE CITY OF
SHERWOOD**

Keith Campbell
City Manager

Date