



*Home of the Tualatin River National Wildlife Refuge*

# **CITY COUNCIL MEETING PACKET**

**FOR**

**Tuesday, December 2, 2025**

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

**5:30 pm City Council Work Session**

**7:00 pm City Council Regular Meeting**

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



### **5:30 PM CITY COUNCIL WORK SESSION**

- 1. Washington County Commissioner Jason Snider Update**  
(Craig Sheldon, City Manager)
- 2. Discuss City Boards & Commissions Annual Work (6:00 pm)**  
(Craig Sheldon, City Manager)

### **7:00 PM CITY COUNCIL REGULAR SESSION**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. CONSENT AGENDA**
  - A. Approval of October 28, 2025 City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
  - B. Approval of November 4, 2025 City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
  - C. Approval of November 18, 2025 City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
  - D. Resolution 2025-080, reappointing Caz Thomson to the Sherwood Senior Advisory Board**  
(Maiya Martin Burbank, Senior Center Manager)
  - E. Resolution 2025-081, reappointing Donna Nevedal to the Sherwood Senior Advisory Board**  
(Maiya Martin Burbank, Senior Center Manager)
  - F. Resolution 2025-082, Authorizing Full Faith and Credit Financing for Sherwood Broadband**  
(David Bodway, Finance Director)
  - G. Resolution 2025-083, Authorizing City Manager to Enter into a Contract with Northwest Success for Janitorial Services, Hard Floor Maintenance, Carpet and Window Cleaning**  
(Rich Sattler, Public Works Director)
  - H. Resolution 2025-084, Ratifying the Collective Bargaining Agreement with the Sherwood Police Officers Association (SPOA)** (Lydia McEvoy, HR Director)
- 6. CITIZEN COMMENTS**
- 7. PRESENTATIONS**
  - A. Recognition of Eagle Scout Award Recipients** (Kim Young, Council President)
  - B. Recognition of Sherwood Citizen University Participants**  
(Sarah Lopez, Communications & Engagement Coordinator)

### **AGENDA**

#### **SHERWOOD CITY COUNCIL December 2, 2025**

**5:30 pm City Council Work Session**

**7:00 pm City Council Regular Session**

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

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## 8. CITY MANAGER REPORT

## 9. COUNCIL ANNOUNCEMENTS

## 10. 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](mailto: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](mailto: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](http://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](mailto: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](mailto:Cityrecorder@Sherwoodoregon.gov) at least 48 hours in advance of the scheduled meeting time. Assisted Listening Devices available on site.



**SHERWOOD CITY COUNCIL MEETING MINUTES**  
**22560 SW Pine St., Sherwood, Or**  
**October 28, 2025**

**SPECIAL SESSION**

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 6:05 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young (remote), Councilors Renee Brouse (remote), Dan Standke, Keith Mays, Doug Scott and Taylor Giles.
3. **STAFF AND LEGAL COUNSEL PRESENT:** City Attorney Ryan Adams, Community Development Director Eric Rutledge, Police Chief Ty Hanlon, IT Systems Analyst Mark Swanson, Legal Intern Keegan Sanchez, and City Recorder Sylvia Murphy. Legal Counsel Carrie Richter.

4. **APPROVAL OF AGENDA:**

Mayor Rosener addressed approval of the agenda and asked for a motion.

**MOTION: FROM COUNCILOR BROUSE TO ADOPT THE AGENDA. SECONDED BY COUNCILOR SCOTT. MOTION PASSED 7:0, ALL PRESENT MEMBERS VOTED IN FAVOR.**

Mayor Rosener addressed the next agenda item.

5. **CITIZEN COMMENTS:**

No comments were received. Mayor Rosener addressed the next agenda item, and the City Recorder read the public hearing statement.

6. **PUBLIC HEARINGS:**

**A. Resolution 2025-073, Declaring an Emergency and Calling for a Special Election to Amend the Sherwood City Charter to Protect Home Rule Authority**

City Attorney Ryan Adams provided a presentation, (see record, Exhibit A) and explained that under ORS 221.230, emergency findings were required to hold an election outside of Oregon's regular election dates of March, May, August, and November. He stated a special City Council public meeting, separate from a regular meeting, was mandatory so residents could hear the evidence, ask questions, and give input before a decision. He said Council would need to make findings that showed that there was a significant hardship to the community if the election was not scheduled in January, for instance. He stated that Resolution 2025-

073 would call a special election on January 13, 2026, and provided findings stating why there was an emergency.

Mayor Rosener asked how the findings were documented. Mr. Adams said the findings were in the Resolution and if approved it would find that recent and anticipated state legislation threatened to abrogate and erode the city's home rule authority, particularly public participation in land use decisions and annexation authority, which were fundamental to Sherwood's political form and community governance. He said home rule in Oregon gave cities the ability to make decisions for themselves and had been the case since 1906 and was enshrined in Article 11 Section 2 of the Oregon Constitution. He said home rule was a fundamental basis of city governance in Oregon.

Mayor Rosener opened the public hearing. With no public testimony received Mayor Rosener closed the public hearing. Mayor Rosener asked for Council discussion.

Councilor Scott commented on why this was important and said in the past the state had set minimum standards and now the state is setting maximum standards.

Councilor Giles said he understood the state's approach to creating more affordable housing and said public input was important and does not slow down development. He stated he supported the resolution.

Council President Young agreed and said taking away public participation in land use decisions was counter to Statewide Land Use Goal 1. She stated she supported the resolution.

Councilor Mays agreed and stated there was still a 120 day rule for land use cases and Sherwood was currently staying within those guidelines, and the process was not being slowed down.

Councilor Standke said this rose to an emergency when the public engagement was being limited for land use cases.

Councilor Brouse stated she does not need to restate what had been said.

Mayor Rosener agreed that this was an emergency and said local control was important and should be enshrined in the Charter. He stated the Council held two work sessions on this topic. He said the Council should declare an emergency so the proposed Charter amendments could be considered by the voters before the next legislative session in Salem. With no further comments, the following motion was stated.

**MOTION: FROM COUNCIL PRESIDENT YOUNG TO ADOPT RESOLUTION 2025-073 DECLARING AN EMERGENCY AND CALLING FOR A SPECIAL ELECTION TO AMEND THE SHERWOOD CITY CHARTER TO PROTECT HOME RULE AUTHORITY, SECONDED BY COUNCILOR SCOTT. MOTION PASSED 7:0. ALL PRESENT MEMBERS VOTED IN FAVOR.**

Mayor Rosener addressed the next agenda item and asked for a staff report.

**B. Resolution 2025-074, Approving Ballot Title and Explanatory Statement and Submitting to the Voters a Proposed Charter Amendment Establishing City Authority Over Annexation Decisions**

Mr. Adams said the resolution and the staff report included the proposed Charter amendment language that would be considered on the ballot. Mayor Rosener asked Mr. Adams to read the annexation language:

*The city includes all territory within its boundaries as they now exist or are legally modified. Unless required by a public health emergency as defined by ORS 222.850 or ORS 222.855, annexation may only take effect with the approval of city voters. The city recorder will maintain as a public record an accurate and current description of the boundaries. Determining the city's jurisdictional boundaries is declared to be a matter inherent to its political form. The City shall have the exclusive authority to review, approve, or deny annexation requests subject to the procedures and standards adopted by ordinance of the City Council. These procedures shall not be preempted by state laws that modify or eliminate this authority.*

Mr. Adams read the ballot title for referral to amend the Sherwood City Charter with regard to establishing and protecting home rule authority in annexation decisions:

**Caption:** *Amends Charter: Establishes City Authority Over Annexations*

**Question:** *Shall the Sherwood Charter be amended granting Sherwood exclusive authority over annexation decisions, independent of state laws modifying such authority?*

**Summary:** *A Yes vote will amend the City Charter to make two changes to Section 3.- Boundaries relating to annexation. First, this amendment would add clarifying language that voter approved annexation is required in all cases, except with respect to health hazard abatement. Second, this amendment declares that the procedures governing review of annexation requests i.e. hearings, notices, annexation agreements are foundational components of open and democratic governance within the City. This amendment grants the City exclusive authority to review, approve, or deny annexation requests subject to procedures and standards adopted by the Sherwood City Council through ordinance. These procedures cannot be preempted by state laws that alter or constrain the City's annexation authority. The amendment ensures local control over annexation decisions and confirms home rule authority. No direct fiscal impact has been identified.*

Mayor Rosener asked for Council questions of staff.

Councilor Standke asked if this ballot measure would require a simple majority of the voters. Mr. Adams said yes.

Councilor Scott referred to the voter approved annexation language and asked if the intent was to require future annexations to go before the voters. Mr. Adams said that was a political question for the Council. Mayor Rosener said that was a future decision and noted they added clarity in the language around public health emergencies.

Land Use Attorney Carrie Richter said the intent of the language was to clarify that the state law exemption was always for the public health hazard provision, such as a city would not need to go before the voters when a septic system failed, and it was an emergency. She said the intent was to clarify the existing language in the Charter to make it clear and to provide additional information. Mayor Rosener stated the current Charter language read "voter approved annexations in accordance with state law". He said this would give us more flexibility.

Councilor Mays said he supported the language as presented and it would protect the community's rights.

Councilor Standke stated this language reinforced the city's support for voter approved annexations.

Councilor Giles asked if the term "political form" was defined. Mr. Adams said the explanatory statement defined political form as "a core part of the City's governance".

Councilor Brouse and Council President Young stated they supported the resolution.

Mayor Rosener opened the public hearing. With no public testimony received Mayor Rosener closed the public hearing. Mayor Rosener asked for Council discussion. With no discussion, the following motion was received.

**MOTION: FROM COUNCILOR MAYS TO ADOPT RESOLUTION 2025-074 APPROVING BALLOT TITLE AND EXPLANATORY STATEMENT AND SUBMITTING TO THE VOTERS A PROPOSED CHARTER AMENDMENT ESTABLISHING CITY AUTHORITY OVER ANNEXATION DECISIONS, SECONDED BY COUNCIL PRESIDENT YOUNG. MOTION PASSED 7:0. ALL PRESENT MEMBERS VOTED IN FAVOR.**

Mayor Rosener addressed the next agenda item and asked for a staff report.

**C. Resolution 2025-075, Approving Ballot Title and Explanatory Statement and Submitting to the Voters a Proposed Charter Amendment Regarding Citizen Involvement in Land Use Decisions**

Mr. Adams stated this resolution would add a new "Section 49" to the Charter captioned, Citizen Involvement in Land Use Decisions. He read the proposed Charter amendment language:

*"As a city that is of the people, by the people, and for the people, Sherwood is committed to hearing from the people. Sherwood is entrusted to ensure citizen involvement in land use decisions, as mandated by Statewide Land Use Goal 1. The City Council shall establish, by ordinance, procedures to ensure transparency and meaningful public participation in all phases of the land use process, including notice, hearings, and appeals. These procedures are inherent to Sherwood's political form and are rooted in Sherwood's home rule authority. These procedures shall not be preempted by state laws that limit public engagement and include: No Type III or higher land use application, as specified by adopted city ordinance, shall be decided without at least one duly noticed neighborhood meeting and one public hearing before the City Council or its delegated decision-making body. A public hearing shall also be held before deciding any appeal, using procedures set by ordinance; and Mailed notice in advance of neighborhood meetings and public hearings must be sent to all property owners within 1,000 feet of the subject property for all Type II or higher applications, using the classifications and timelines prescribed by ordinance. Additional notice methods, such as published or electronic notices may also be required."*

He read the ballot title for referral to amend the Sherwood City Charter with regard to citizen involvement in land use decisions:

**Caption:** Amends Charter: Enshrines Citizen Involvement in Land Use Decisions

**Question:** Shall the Sherwood Charter be amended acknowledging existing neighborhood meeting, public hearing, and notice requirements for certain land use applications?

**Summary:** *A Yes vote will amend the City Charter committing Sherwood to citizen involvement in land use decisions, consistent with Statewide Land Use Goal 1. It directs the City Council to establish ordinances ensuring transparency and meaningful public participation throughout the land use process, including notice, hearings, and appeals. These procedures, rooted in the city's home rule authority, cannot be preempted by state laws that limit public engagement. Key requirements include: No Type III or higher land use application may be decided without at least one duly noticed neighborhood meeting and one public hearing before the City Council or delegated body. Appeals require a public hearing based on procedures set by ordinance. For Type II or higher applications, mailed notice must be sent in advance to all property owners within 1,000 feet of the subject property, using classifications and timelines set by ordinance. Additional methods, such as published or electronic notices, may also be mandated. This amendment has no direct fiscal impact identified and will not alter the City's current land use processing procedures.*

Mayor Rosener asked for Council questions of staff. He asked Community Development Director Eric Rutledge to explain the types of land use applications. Mr. Rutledge said a Type II application would be a staff decision and required a mailed notice within 1,000 feet of the site. He commented on commercial and industrial applications and said the threshold for a Type II application was 15,000 sq ft or less. He stated 15,000 to 40,000 sq ft was a Type III application and over 40,000 sq ft was a Type IV. He commented on residential applications and said in terms of subdivisions Type II was 10 lots or less, Type III was approximately 10-30 lots, and above 30 lots would be a Type IV. Mayor Rosener said under SB 974 the city was not be allowed to have public hearings for Type III or lower.

Councilor Standke asked how the notice requirements changed in SB 974. Mr. Rutledge said the public notice was limited to no more than 100 feet where the current code was 1,000 feet. Mayor Rosener added that the intent of SB 974 was to speed up the land use process and noted the city already had a 120 day deadline.

Mayor Rosener opened the public hearing. With no public testimony received Mayor Rosener closed the public hearing and asked for Council discussion.

Councilor Giles said he wanted more housing, to grow responsibly, and to be treated as a partner with the state legislature. He stated builders want to build nice affordable homes. He commented on SB 974 and said limiting the public input could result in buildings that do not help the city grow.

Councilor Scott said the legislators in Salem and the Governor should be ashamed of themselves and said it was unrepresentative and despicable. He said the idea that the public interest would be better served by limiting and preventing public engagement was absurd. He stated he was embarrassed to be an Oregonian. He said he supported transparency and engagement, and SB 974 destroyed that, and Sherwood needed to take it back. He stated he supported the Charter amendment language proposed.

Mayor Rosener stated he agreed with Councilor Scott and added that Senator Neron Misslin, who represented Sherwood, had been one of the few voices standing up for local control and home rule and consistently voted against these bills.

Councilor Mays agreed with the comments and said he supported the Charter amendment proposed. He said the land use process in Oregon tried to make it straight forward for people to develop. He stated Oregon had created more flexibility lately, but the state should not eliminate the public input portion of the process.



Councilor Young stated she agreed with Councilor Scott and emphasized the importance of the public process. She said this went against Statewide Land Use Goal 1. She stated she was in favor of the proposed Charter amendment.

Councilor Brouse referred to the opening statement of the proposed Charter amendment language, “*As a city that is of the people, by the people, and for the people, Sherwood is committed to hearing from the people*” and said this gave her the most energy and drive to want to see this passed in January 2026.

Councilor Standke said public participation was essential for us to function as a city. He said he had lived in Sherwood for 13 years and was impressed and surprised by the amount of citizen engagement. He stated he was shocked that Salem would limit public participation. He said he supported the resolution.

Mayor Rosener stated he agreed with Councilor Standke about the citizen involvement level in Sherwood and said he supported the Charter amendment. With no other comments received, the following motion was stated.

**MOTION: FROM COUNCILOR SCOTT TO ADOPT RESOLUTION 2025-075 APPROVING BALLOT TITLE AND EXPLANATORY STATEMENT AND SUBMITTING TO THE VOTERS A PROPOSED CHARTER AMENDMENT REGARDING CITIZEN INVOLVEMENT IN LAND USE DECISIONS, SECONDED BY COUNCILOR GILES. MOTION PASSED 7:0. ALL PRESENT MEMBERS VOTED IN FAVOR.**

## 7. ADJOURN

Mayor Rosener adjourned the meeting at 7:02 pm.

Attest:

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Sylvia Murphy, MMC, City Recorder

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Kim Young, Council President



**SHERWOOD CITY COUNCIL MEETING MINUTES**  
**22560 SW Pine St., Sherwood, Or**  
**November 4, 2025**

**WORK SESSION**

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 5:31 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Renee Brouse (remote), Keith Mays, Taylor Giles, Doug Scott (remote) and Dan Standke.
3. **STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, City Attorney Ryan Adams, Community Development Director Eric Rutledge, Economic Development Manager Erik Adair, IT Director Brad Crawford, Human Resources Director Lydia McEvoy, Deputy City Recorder Colleen Resch, and City Recorder Sylvia Murphy.

**OTHERS PRESENT:** Chief Utility Relations Officer Joe Gall with Clean Water Services, Interim CEO/CM Rick Shanley and Sammy Magana with Clean Water Services, Jason Graf and Will Grimm with First Forty Feet.

**4. TOPICS:**

**1. Clean Water Services**

Chief Utility Relations Officer Joe Gall provided a presentation on the State of Our Partnership (see record, Exhibit A) and a handout for fiscal year 2025 (see record, Exhibit B). Mr. Gall introduced Interim CEO/GM Rick Shanley and Sammy Magana with the CWS Communications and Community Engagement team. Mr. Shanley said he had been with CWS for 12 years and had over 30 years' experience as an environmental engineer. Mr. Gall explained that CWS was the wastewater and stormwater government utility serving more than 600,000 residents in urban Washington County. He said CWS partnered with 12 cities and had an annual budget of \$752.2 million. He stated they worked closely with Washington County, but they were a separately managed and financed public utility under ORS 451. He said CWS had an Advisory Commission that met monthly and included various stakeholders. Mayor Rosener asked if the Advisory Commission included any city leaders. Mr. Gall said there was one non-voting city representative and stated there were discussions about changing this policy. He discussed the fiscal year 2025 projects that involved Sherwood and the costs (see record, Exhibit A). He said CWS just adopted the West Basin Master Plan which projected out 20 years. He stated Sherwood was in the East Basin which was updated in 2022. He stated the next step for CWS was to update the System Development Charges (SCDs) methodology and that it would be done in conjunction with the cities. He estimated that the last SDC update was in 2009. Mayor Rosener suggested forming a committee with cities. Mr. Gall discussed the planned projects over the next 5 years that affected Sherwood and said the total project costs were over \$100 million. He informed the Council that CWS would

be starting a billing feasibility study. He asked for Council questions. Mayor Rosener commented on the importance of CWS reviewing the SDC methodology.

Mayor Rosener thanked the presenters and addressed the next item on the agenda.

## **2. Old Town Strategic Action Plan**

Community Development Director Eric Rutledge and Economic Development Manager Erik Adair provided a presentation, (see record, Exhibit C) and introduced First Forty Feet consultants Jason Graf and Will Grimm. Mr. Rutledge mentioned that this was the fourth work session on this topic and there were two open houses, and the process was near the end. He stated staff were looking for feedback and specific actions from the Council. Mr. Graf said the goal was to create a vibrant, safe, and welcoming Old Town Sherwood that reflected the community's historic character while embracing its future. He commented on the "Big Ideas" which included extending the Pine Street curb-less design, pursuing a new "front door" access by extending Columbia Avenue, initiating redevelopment of vacant city-owned sites, encouraging redevelopment of vacant private sites, pursuing a pedestrian rail crossing and trail, and extending the promenade. He discussed focused investment and redevelopment which included Pine Street, Columbia Street, and Washington Street. Mr. Rutledge referred to the "Big Ideas" and said the ideas would each have actions to implement, and he asked the Council for general feedback on the ideas. Councilor Mays asked if there was an example of a roundabout straddling a railroad crossing in America. Mr. Graf said yes, it had been done. Mayor Rosener asked for a rendering that showed the relocated fire station. Councilor Standke referred to the pedestrian rail trail and asked if we needed right of way from the railroad. Mr. Graf said most agreements do not want pedestrians in the rail right of way. Discussion followed and Councilor Mays commented that the space for the trail was needed for redevelopment. Mr. Graf discussed the opportunities for Columbia Street and said the city owned most of the property along Columbia Street. Mayor Rosener commented that creating a parking reserve could be beneficial. Councilor Giles said the charm of Old Town was parking outside and experiencing walking. Mr. Rutledge stated that one of the actions in the plan was to develop a long-term parking strategy. Discussion followed and Mr. Rutledge stated the feedback at the last work session was to move on Site A first and focus on Site D, which would be discussed at the URA Board work session following the regular session.

Mr. Graf commented on the strategic plan elements and actions. He said one element was a sense of arrival and the actions included developing a wayfinding and signage plan, improving access and streetscapes, completing neighborhood connections, and promoting walk, bike and roll loops. He stated the next strategic plan element was business health and growth and the actions included supporting Old Town branding, expanding events and programming, attracting targeted businesses, incentivizing investment and business growth, initiating regulatory modifications, and developing a parking strategy. He said the final element was infrastructure and development and the action items included identifying priority redevelopment sites, preparing and initiating developer offerings, and developing infrastructure and a funding plan. Discussion followed regarding potential code updates to the development code relating to Old Town and financing options such as a Local Improvement District or reimbursement district. Mr. Rutledge asked the Council for feedback or concerns. Councilor Mays stated he does not support pedestrian rail trail if it takes away space for redevelopment. Councilor Standke asked if the Old Town Multifamily project (LU 2025-007) was approved and does it impact Site E. Mr. Rutledge said it was approved and does not affect Site E.

Mayor Rosener adjourned the work session at 7:00 pm. He convened into the regular session and said the Urban Renewal Agency Board work session would be held after the regular session.

**REGULAR SESSION**

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 7:05 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Renee Brouse (remote), Keith Mays, Taylor Giles, Doug Scott (remote) and Dan Standke.
3. **STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, City Attorney Ryan Adams, Police Chief Ty Hanlon, Community Development Director Eric Rutledge, Economic Development Manager Erik Adair, IT Director Brad Crawford, Public Works Director Rich Sattler, Human Resources Director Lydia McEvoy, and City Recorder Sylvia Murphy.

4. **APPROVAL OF AGENDA:**

Mayor Rosener addressed approval of the agenda and asked for a motion.

**MOTION: FROM COUNCIL PRESIDENT YOUNG TO ADOPT THE AGENDA. SECONDED BY COUNCILOR GILES. MOTION PASSED 7:0, ALL PRESENT MEMBERS VOTED IN FAVOR.**

Mayor Rosener addressed the next agenda item and asked for a motion.

5. **CONSENT AGENDA:**

- A. **Approval of October 21, 2025 City Council Meeting Minutes (Sylvia Murphy, City Recorder)**
- B. **Resolution 2025-076, Appointing Akwasi Cobbinah as the Youth Advisory Board Representative to the Transportation System Plan Update Citizen Advisory Committee**
- C. **Resolution 2025-077, Authorizing the City Manager to Enter into an Intergovernmental Agreement (IGA) with Metro for the Installation, Service and Maintenance of a Sharps Collection Box to be located at the Marjorie Stewart Senior Community Center**
- D. **Resolution 2025-078, Authorizing the City Manager to Execute a Contract for Murdock Park Master Plan Construction-Ready Design Documents**
- E. **Resolution 2025-079, Approving the first amendment to Employment Agreement between the City of Sherwood and City Manager Craig Sheldon**

**MOTION: FROM COUNCIL PRESIDENT YOUNG TO ADOPT THE CONSENT AGENDA. SECONDED BY COUNCILOR GILES. MOTION PASSED 7:0, ALL PRESENT MEMBERS VOTED IN FAVOR.**

Mayor Rosener addressed the next agenda item.

6. **CITIZEN COMMENTS:**

No comments were received. Mayor Rosener addressed the next agenda item.

7. **PRESENTATION:**

- A. **Recognition of Noelle Gush, National American Miss Oregon Preteen**

Mayor Rosener asked Noelle Gush to come forward. He said Ms. Gush was a 7<sup>th</sup> student from Sherwood representing Oregon in the National American Miss Oregon Preteen competition. Ms. Gush said she started participating in pageants at 6 years old and this year competed for the National American Miss Oregon Preteen and has decided to do the international competition in Florida next. She said she worked with the Cat Alliance Team and explained her volunteer efforts. The Council congratulated her and presented her with a certificate.

## 8. CITY MANAGER REPORT:

City Manager Craig Sheldon commented on the community resource information for residents affected by SNAP benefit changes. He said Sherwood YMCA had a food pantry which was open on Wednesdays from 10 am to 12 pm and the city provided some financial support for the next month. He stated St. Francis had a food pantry on Wednesdays and Thursdays with various hours, Helping Hands was open on the 3<sup>rd</sup> Saturday of each month, and Willow Brook food pantry was open Tuesdays and Fridays. He noted the city offered direct utility billing support to customers that showed their SNAP card and a driver's license. He said the Senior Center would offer an oatmeal breakfast bar next Monday from 9 am to 10 am. He announced that on Fridays the Senior Center would offer take-home meals. He commented on the Public Works leaf pickup program which started on Monday, and said the information was on the city's website. He said the Sherwood Citizen's University had one more session. He announced that there would be a retirement party for Police Captain Jon Carlson on Friday at 3:30 pm. He said Captain Carlson started with the Sherwood Police Department in 1995 and Mr. Sheldon thanked him for his service. He said the Veteran's Day recognition was Tuesday, November 11 at 11 am at the Sherwood Arts Center. He thanked Public Works for their support during the Old Town Tricker Treating event. Councilor Young thanked Mr. Sheldon for the quick response to the SNAP benefits.

## 9. COUNCIL ANNOUNCEMENTS:

Councilor Giles reported he attended the Planning Commission meeting and said the Old Town multifamily project was approved and said the Planning Commission suggested addressing the tree code. He provided comments about some of the concerns he has heard in the community. He read the following statement: *When I first campaigned to be on the City Council, I knocked door to door throughout Sherwood and met many of the residents and asked about top priorities for you and I always ended my conversations with a question 'What does the future of Sherwood look like to you?'. The answer he heard far and away the most was I want to keep Sherwood Sherwood and as I reflect on what makes Sherwood feel special it is not our tree lined streets, fantastic trails, our sports team, our performing arts groups, our businesses, our police department, our festivals and events, it is all of it together, it is our community, it is what each of us adds to the city that makes it special. It is the people who recognizes the specialness of the City of Sherwood and want to contribute to it. Some of our members in this community are hurting right now and not feeling safe because this weekend a longtime Sherwood resident and mother of two was removed from our community while taking her child to school. While he will continue to work with community groups to ensure she receives due process in any way I can, many people have asked me where they can get accurate information about what they can do to help. I found the following sites to be helpful in understanding some of these complex issues we are currently living through. PIRCOREGON.ORG has a phone number that you can call and has very informative articles. ACLU-OR.ORG has great educational courses about what your civil rights are and different things like that and volunteer opportunities on both sites. He has come to the conclusion that if we truly want Sherwood to stay Sherwood we need to continue to love and support others that share that vision and given that this is a one way kind of forum and if anybody out there wants more information about anything I've talked about, I am available to talk to anyone, the number that rings to my cell phone is 971-405-2120. I will be happy to talk with anybody who has questions about it or is looking to help in anyway and I appreciate*

*the people who have already stepped up to help take care of those kids and some of the other things that frankly have been members of our community for 15 years now and that is one of the things that makes Sherwood special.*

Councilor Standke reported that he attended the Traffic Safety Board meeting and they discussed the pedestrian crossings. He commented on SNAP benefits and said if you had an abundance to please provide for others. He commented that at the start of every meeting we pledge allegiance to the flag of our country and said, “with liberty and justice for all” and he addressed the increased ICE presence in Sherwood. He stated our state has sanctuary promise laws which for the purpose of this comment limit the use of our local police department for immigration enforcement. He said our Sherwood Police do not enforce immigration laws and no local resources will be used for immigration related matters except in narrowly defined instances such as a signed federal warrant. He stated the Sherwood Police department under Chief Hanlon was committed to fair and unbiased policing and maintaining the community’s trust that had been built over the years. He said if you witness a crime such as assault, hit and run, kidnapping, you should call the Sherwood Police to report it. He asked the community to do their part to keep the community safe and intact.

Councilor Scott reported on his attendance at the Parks Board meeting last night and said they discussed their top priorities. He stated the next Parks Board meeting would have a discussion on trails.

Councilor Mays reported that he attended the Cultural Arts Commission meeting, and they discussed several art projects such as the medallions on the pedestrian bridge.

Councilor Brouse thanked Councilor Standke and Giles for their comments on what the community was experiencing, and she extended her assistance to anyone. She announced that on Thursday, November 6 from 2 to 4 pm there was a ribbon cutting of the newly named Merrill Gardens, formerly the Ackerly. She stated Saturday was the annual wine festival hosted by the Sherwood Rotary Club and would be at the Red Berry Barn from 1 to 7 pm.

Councilor Young reported she met with Councilor Giles, Assistant City Manager Kristen Switzer, City Manager Craig Sheldon, a community member, and a consultant regarding accessibility and inclusive parks and said the meeting was productive.

Mayor Rosener commented on the Special City Council meeting held last Tuesday where the Council approved three resolutions, one declared an emergency election and two setting up an election on January 13, 2026 with two Charter Amendments on the ballot. The first proposed amendment would protect the communities’ right to have an open and transparent process for land use decision and another to protect the city’s rights around the procedural process for annexations. He said the reason was due to overreach from the State and preemption of local rule and local control. He stated the video of the meeting was on YouTube and said there is an election page on the city website with more information. He said he could not attend the upcoming December 2 Council meeting.

## **10. ADJOURN TO URBAN RENEWAL AGENCY BOARD WORK SESSION**

Mayor Rosener adjourned the meeting at 7:37 pm.

Attest:

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Sylvia Murphy, MMC, City Recorder

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Kim Young, Council President



**SHERWOOD CITY COUNCIL MEETING MINUTES**  
**22560 SW Pine St., Sherwood, Or**  
**November 18, 2025**

**WORK SESSION**

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 5:31 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Renee Brouse, Taylor Giles, Doug Scott (remote). Councilors Keith Mays and Dan Standke were absent.
3. **STAFF PRESENT:** City Manager Craig Sheldon, City Attorney Ryan Adams, Community Development Director Eric Rutledge, Finance Director David Bodway, IT Director Brad Crawford, Human Resources Director Lydia McEvoy, Communications and Engagement Coordinator Sarah Lopez, Deputy City Recorder Colleen Resch, and City Recorder Sylvia Murphy.

**4. TOPICS:**

**1. Opioid Money Follow Up Discussion**

Finance Director David Bodway said this was a follow up to the June 17 opioid discussion and provided a presentation (see record, Exhibit A). He provided a brief recap of the history of a national lawsuit. He recapped what the funds could be used for and the funds received by the city to date, \$172,886. He stated approximately \$110,000 had been spent to date. He said the city was required to report annually to the DOJ on the use of funds. He stated that the city was expected to receive settlement funds until roughly 2038-2039. He stated the use of the funds were restrictive and explained on page 2 what the funds could be used for to include Narcan, planning coordination, prevention programs, support to people in treatment and recovery. Councilor Giles asked for an estimate of the funds received annually. Mr. Bodway said the city received approximately \$40,000 to \$45,000 a year and noted it fluctuates. He referred to page 4 and stated these were the responses to the four questions asked at the June 17 work session. He said the first question was could funds be used for the Family Justice Center and his response was no and stated he had difficulty finding a link between the center and the settlement agreement on use of funds. He noted that the Mental Health Response Team (MHRT) program was an eligible use of the funds and currently the MHRT program was being funded with unrestricted dollars. He said in the future the MHRT program could be funded and free up unrestricted dollars for the Family Justice Center. He addressed the second question, could the funds accumulate, and said the funds must be spent or encumbered within 5 years of receipt and there was an exception for funds designated to support capital outlay projects (7 years). Councilor Brouse asked how much have we spent on the MHRT program. Mr. Bodway said \$25,000. He addressed the third question, could funds be used for a media marketing campaign and said the DEA has a campaign, "One Pill Can Kill" which was designed for public distribution. He said if the Council wanted to create something in-house the costs could be \$5,000 to \$10,000. Discussion followed about the best use of the funds. Councilor Brouse suggested working with the Sherwood Youth Advisory Board or other high school students for their participation in producing something. Councilor Giles agreed with the potential for student involvement and

using social media platforms. Council President Young asked if this was the best use of the funds compared to the MHRT, which was critical. Councilor Brouse asked if they could fund both causes. Mr. Bodway said the city received approximately \$40,000 to \$45,000 per year and MHRT received \$25,000. Council President Young suggested funding the MHRT with the opioid funds which would free up unrestrictive funds for the Family Justice Center. Mayor Rosener suggested holding some funds back for a potential media campaign and suggested starting with approaching the students and seeing if they were interested and what resources were available to them. Councilor Brouse said the Youth Advisory Board was meeting soon and she would address this issue with them. Mr. Bodway asked if the Council agreed to fund the MHRT program with the opioid funds and the consensus was yes.

Mayor Rosener addressed the next item on the agenda.

## **2. Mobile Speed Enforcement System**

Police Chief Ty Hanlon provided a presentation on opportunities to expand mobile speed enforcement (see record, Exhibit B). He noted that speeding was the number one complaint in the city. He said the photo red light on Hwy 99 had been in place since 2010 and the speed on green since 2018. He commented on speed enforcement and said legislation had set the threshold at 11 mph over the speed limit. He said recent legislation allowed speed enforcement within the residential areas and school zones with unmanned resources. He commented on the problems and opportunities and said this was a community need and with Sherwood only having two officers on patrol at a time a mobile enforcement supplement officer presence would free up officers for high-priority calls, crash response, and proactive patrols. He provided a picture of the unit on page 3 and said the units were 5 feet tall and one directional speed enforcements. He said the units could be placed throughout the city and could be moved around every 30 days. He stated if these units were used, we were required to have warning signage 400 feet prior to the unit. City Attorney Ryan Adams referred to the photo red light that captures red light and speed and said there was a statutory provision that says that it was not enforceable unless the driver was going 11 mph over the speed limit. He said in 2024, the legislature passed a bill which was silent on the speed, so there was no provision that said you could only enforce 11 mph over. Council President Young asked if we could enforce if the driver was 6 mph over the speed limit with a mobile speed enforcement unit. Mr. Adams said yes, we could do that, and the Council could make that decision. He noted most cities were still enforcing 11 mph over the limit. Discussion followed about the risk of issuing citations at speeds less than 11 mph over the speed limit and Mr. Adams said he was not concerned about the risk. He said there were two house bills passed in 2023 and 2024 and one bill allowed cities to adjust speed limits downward and said the Council had the authority to lower speed limits in residential areas to 20 mph. Chief Hanlon commented on frequently asked questions regarding mobile speed enforcement units and said it would not replace officers and it would actually require more staff time to handle the workload with potentially 1000 citations generated per month. He noted that before the city agreed to use these units we need to know if the city had the staff to handle the additional workload. Mayor Rosener asked how many tickets a year were issued. Mr. Bodway said approximately 15,000 total violation last fiscal year. Chief Hanlon said from August 1 to date staff had reviewed 3,800 citations and issued 2,900 and that was with three police staff committed and 322 hours of labor. He noted this does not involve court or finance. He said the mobile speed enforcement units could generate 1,000 citations a month or conservatively 400 to 500. Mayor Rosener said the goal was to keep the streets safe and commented that the cost would be covered by the revenue. Chief Hanlon agreed that this tool would be violator funded and would change behavior. Councilor Giles asked about the cost. Chief Hanlon said the city would pay a flat fee per approach per month and the cost was approximately \$6,000 per month. He said there were other programs with split revenue options. Discussion followed regarding costs and Mr. Bodway stated this would not be a profit generating program. Mayor Rosener said the goal was to change behavior and allow on duty



officers to do proactive policing. Mr. Sheldon said staff would continue to review the costs of doing business and if the Council was interested in moving forward, staff would consider next steps. Mayor Rosener asked what the cost was for the red-light cameras. Mr. Bodway said \$12,000 per month per camera. Mayor Rosener suggested negotiating and researching other vendors for the best price. Council President Young said she would support the program if the costs penciled out. Councilor Scott asked for Chief Hanlon's position. Chief Hanlon said this would be a great tool because speeding was a problem. Mr. Bodway said he had questions about the overall cost and stated you couldn't put a cost on safety. Councilor Scott said he would support the program. Mayor Rosener agreed. Councilor Brouse said she would support the units enforcing speed over 11 mph in residential and 6 mph in school zones. Mayor Rosener agreed.

Mayor Rosener addressed the next item on the agenda.

*Record Note: Councilor Scott exited the meeting.*

### **3. Police Department Social Media Policy**

Chief Hanlon provided a presentation regarding social media and policy overview (see record, Exhibit C). He said social media was one of the primary ways our community gets information about what's happening in Sherwood. He spoke of existing policies, specific to media relation policy, public alerts, records maintenance and release, information sharing, immigration related and nondisclosure, and sanctuary law requirements that guide what we can and cannot put out there. He explained the goal for social media was to keep people informed and safe and to be transparent and accountable. He stated the department used social media for community safety and traffic information. He commented on the benefits of using social media as an investigative tool and said suspects, witnesses, and vehicles could be identified at an exponential rate. He said they regularly used posts to ask for tips and identification from the community and confirm or rule out leads. He stated there was always room for improvement and they were open to feedback. He emphasized that safety of the community was the number one priority. He said currently Sherwood Police had 71,000 followers on Facebook, 9,000 followers on Instagram, and 22,000 followers on Tik Tok. He said social media platforms were engagement tools and provided examples. He spoke of their process with indictments and arrests and said by law, those individuals can be named. He stated they typically try and avoid naming individuals and allowing for the process to occur and explained. He stated there are exceptions to the rules where they determine the importance of getting information out to the public to include correcting information that is generating in the public. Mr. Sheldon asked Chief Hanlon to discuss the review process for social media posts. Chief Hanlon said this was a learning process and the department had received feedback in the past on what to say, how to say, and how it's received. He stated with the feedback received, they have implemented a review process that involved the supervisor, both Captains, and himself before posts go out.

Councilor Giles commented that he supported the engagement and involvement of the department's social media posts and said posting of events was appropriate. He said as a city wholistically, we may want to think about putting a policy in place. He referred to the City of Hillsboro's police department's social media policy which stated the use of or access to social media should be done in a manner that protects the constitutional rights of all. He commented that social media could bring out the worst in people and provided examples of comments from people. He provided an example of a recent Sherwood police department post on Facebook and Instagram that included a picture and shaming comments on a suspect's appearance and the public comments that followed. He stated that the post by the officer was enabling a discussion that was started by an officer commenting on the appearance of somebody. Chief Hanlon agreed that the post was very descriptive and noted that the department could do better and said the intent was not to humiliate but add humor to have people gravitate to their platform and provide investigative information. He stated identification

was critical and the descriptive information was necessary to not make a mistake. Council President Young agreed that this post was personally derogatory toward the individual. Councilor Giles commented regarding the recent post and the risk of the city being sued and asked should the city have a social media policy similar to the City of Hillsboro and the Department of State Police. Discussion followed.

Mayor Rosener said he trusted staff to have their own administration policies on this issue and Council should not weigh in with a policy. Councilor Giles commented that Sherwood had a policy regarding books that could be on the shelf in the Library and asked how a social media policy would be different. Councilor Brouse stated she supported the work of the Police Department and said she heard comments from the community that some of the puns used in the posts could be interpreted as offensive. She asked if the information could be posted without some of the questionable puns that could be demeaning and derogatory. Chief Hanlon said the department had received feedback and a review process had been set in place, and the posts would attempt to be as generic and respectful as possible. He stated it would be difficult to have a policy that boxed them in from saying certain things. Mayor Rosener said that he trusted the Police Department to develop their own internal policies, and they had shown that they were learning. Councilor Giles referred to the Library book review policy that the Council passed last year and asked wasn't that a City Council policy. City Attorney Adams commented on policies and said in 2020 the City Council passed an ordinance that said Council could not make policies for departments such as the Police Department without the policies originating at the Police Advisory Board then approved by the Council and said this is the manner in which our boards are currently structured. Councilor Giles said he did not expect to get a policy from this and said this was worth a continued discussion to continue to improve. Council President Young said this spurred a conversation and she trusted the City Manager to take the feedback the Council is providing and manage the situation. Mayor Rosener spoke of policies and administrative policies put in place by staff and said he trusts that staff will manage policies and procedures and said he does not feel the need for a policy that is driven by the Council and is fine with administrative policies. He added that if the council sees a post, they have concern with they can contact Chief Hanlon. City Manager Sheldon replied he would also like to be included in those communications with staff. Mr. Sheldon said that mistakes were made with this posting, and he has spoken with the Police Chief and Captains regarding added controls and adjustments to address the feedback they had received. Councilor Giles asked regarding other city department policies and if they are handled in a similar manner. Mr. Sheldon said as the city's social media platforms moved forward the policies would be handled similarly and feedback would be received and considered. Council discussion followed. Councilor Young asked regarding the post and the matter of public record and discussion followed regarding staff trying to conceal after it had been posted and could not. Councilor Giles stated he appreciated the discussion and suggested having a yearly discussion to keep us on track. Councilor Young commented regarding wanting to be careful to not overstep their role. Chief Hanlon stated he appreciated the input and said it was a work in progress. City Attorney Adams suggested addressing the Council Rules and said there was no clear guidance in the Code, Charter, or Council Rules on what administrative decisions were and said it could be good to have some delineations about what Council's expectations were. Councilor Giles asked if the city could be sued for what was said on social media. Mr. Adams replied you can be sued for just about anything and spoke of defamation and comments needing to be a false statement. Discussion followed.

With no further discussion, Mayor Rosener adjourned the work session at 7 pm.

#### **4. ADJOURN**

Attest:

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Sylvia Murphy, MMC, City Recorder

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Kim Young, Council President

**TO:** Sherwood City Council

**FROM:** Maiya Martin Burbank, Adult Community Center Manager  
**Through:** Kristen Switzer, Assistant City Manager and Craig Sheldon, City Manager

**SUBJECT: Resolution 2025-080, Reappointing Caz Thomson to the Sherwood Senior Advisory Board**

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**Issue:**

Should the Council reappoint Caz Thomson to the Sherwood Senior Advisory Board?

**Background:**

Caz Thomson holds position #6 on the Senior Advisory Board and her term expired in June 2025 and she is seeking reappointment. The mayor has recommended this reappointment to position 6 which expires in June 2028 to the City 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 2025-080, reappointing Caz Thomson to the Sherwood Senior Advisory Board.



## RESOLUTION 2025-080

### REAPPOINTING CAZ THOMSON TO THE SHERWOOD SENIOR ADVISORY BOARD

**WHEREAS**, a vacancy exists in Position 6 on the Senior Advisory Board due to term expiration; and

**WHEREAS**, the term of office for this vacancy expired in June 2025; and

**WHEREAS**, the City advertised the vacancy on the City website, newspaper, social media, and fliers; and

**WHEREAS**, Caz Thomson is seeking reappointment; and

**WHEREAS**, the Mayor has recommended to the City Council that Caz Thomson be reappointed; 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 reappoints Caz Thomson to the Sherwood Senior Advisory Board, position 6, for a term expiring at the end of June 2028.

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

**Duly passed by the City Council this 2<sup>nd</sup> day of December 2025.**

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Kim Young, Council President

Attest:

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Sylvia Murphy, MMC, City Recorder

**TO:** Sherwood City Council

**FROM:** Maiya Martin Burbank, Adult Community Center Manager  
**Through:** Kristen Switzer, Assistant City Manager and Craig Sheldon, City Manager

**SUBJECT: Resolution 2025-081, Reappointing Donna Nevedal to the Sherwood Senior Advisory Board**

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**Issue:**

Should the Council reappoint Donna Nevedal to the Sherwood Senior Advisory Board?

**Background:**

Donna Nevedal holds position #5 on the Senior Advisory Board and her term expired in June 2025 and she is seeking reappointment. The mayor has recommended this reappointment to position 5 which expires in June 2028 to the City 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 2025-081, reappointing Donna Nevedal to the Sherwood Senior Advisory Board.



## RESOLUTION 2025-081

### REAPPOINTING DONNA NEVEDAL TO THE SHERWOOD SENIOR ADVISORY BOARD

**WHEREAS**, a vacancy exists in Position 5 on the Senior Advisory Board due to term expiration; and

**WHEREAS**, the term of office for this position expired in June 2025; and

**WHEREAS**, the City advertised the vacancy on the City website, newspaper, social media, and fliers; and

**WHEREAS**, Donna Nevedal is seeking reappointment; and

**WHEREAS**, the Mayor has recommended to the City Council that Donna Nevedal be reappointed; 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 reappoints Donna Nevedal to the Sherwood Senior Advisory Board, position 5, for a term expiring at the end of June 2028.

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

**Duly passed by the City Council this 2<sup>nd</sup> day of December 2025.**

\_\_\_\_\_  
Kim Young, Council President

Attest:

\_\_\_\_\_  
Sylvia Murphy, MMC, City Recorder

**Agenda Item:** Consent Agenda

**TO:** Sherwood City Council

**FROM:** David Bodway, Finance Director  
**Through:** Craig Sheldon, City Manager and Ryan Adams, City Attorney

**SUBJECT: Resolution 2025-082, Authorizing Full Faith and Credit Financing for Sherwood Broadband**

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**Issue:**

Shall the City Council authorize the City Manager, or the person designated by the City Manager to enter into the necessary agreements to finance the continued buildout of the City's Broadband System?

**Background:**

As of June 30, 2025, the city had approximately \$59.3 million in outstanding debt made up of seven debt issuances. The city has identified a need to finance improvements to finish its Broadband System.

This resolution is to authorize the City Manager to execute the necessary steps to complete the proposed financing. Proposed closing date is expected to be late winter or early spring 2026.

**Financial Impacts:**

If the resolution passes the Financing Agreement may constitute up to \$15.5 million in unconditional obligations of the City, which are payable from all legally available funds of the City.

**Recommendation:**

Staff respectfully recommends adoption of Resolution 2025-082, Authorizing Full Faith and Credit Financing for Sherwood Broadband.



## RESOLUTION 2025-082

### AUTHORIZING FULL FAITH AND CREDIT FINANCING FOR SHERWOOD BROADBAND

**WHEREAS**, the City of Sherwood, Oregon (the “City”) is authorized by Oregon Revised Statutes Section 271.390 to enter into financing agreements to finance real or personal property which the City Council determines is needed so long as the estimated weighted average life of the financing agreement does not exceed the estimated dollar weighted average life of the property that is financed; and

**WHEREAS**, the City determines it is in the City’s best interest to improve and expand the City’s Broadband System (collectively, the “Project”); and

**WHEREAS**, pursuant to ORS 271.390 the City Council determine the Project is needed;

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

**Section 1. Full Faith and Credit Financing Agreements Authorized.** The City Council hereby authorizes the City to obtain full faith and credit-backed financing for the Project pursuant to ORS 271.390, ORS 287A.315 and the other relevant provisions of ORS Chapter 287A. The City Council authorizes the financing to be in an amount sufficient to provide net proceeds of up to \$15.5 million to pay for the Project, plus additional amounts that are required to pay costs related to the financing.

**Section 2. Delegation.** The City Manager, the Assistant City Manager, the Finance Director, or a person designated by any of those officials to act under this Resolution (each of whom is referred to herein as a “City Official”) is hereby authorized, on behalf of the City and without further action by the City Council, to:

- (1) Negotiate, execute and deliver one or more financing agreements (the “Financing Agreements”) to accomplish the financing authorized in Section 1. Subject to the limitations of this Resolution, the Financing Agreements may be in such form and contain such terms as the City Official may approve.
- (2) Negotiate, execute and deliver one or more escrow agreements or similar documents (the “Escrow Agreements”) that provide for the issuance of one or more series of “full faith and credit obligations” (the “Obligations”) that represent ownership interests in the principal and interest payments due from the City under the Financing Agreements. Subject to the limitations of this Resolution, the Escrow Agreements and each series of Obligations may be in such form and contain such terms as the City Official may approve.
- (3) Deem final and authorize the distribution of a preliminary official statement for each series of Obligations and authorize the preparation and distribution of a final official statement or other disclosure document for each series of Obligations.



- (4) Undertake to provide continuing disclosure for each series of Obligations in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission.
- (5) Apply for ratings for each series of Obligations, determine whether to purchase municipal bond insurance or obtain other forms of credit enhancements for each series of Obligations, enter into agreements with the providers of credit enhancement, and execute and deliver related documents.
- (6) Enter into covenants which the City Official determines are desirable to obtain more favorable terms for the Financing Agreements.
- (7) Engage the services of escrow agents or trustees and any other professionals whose services are desirable for the financing.
- (8) Determine the final principal amount, interest rates, payment terms, and all other terms of each Financing Agreement and each series of Obligations.
- (9) Use proceeds of the Financing Agreements to pay for Projects or reimburse the City for amounts it has advanced to pay for Project.
- (10) Solicit competitive bids for the purchase of each series of the Obligations and award their sale to the bidder offering the most favorable terms to the City or select one or more underwriters to purchase the Obligations and negotiate the terms of the sale of those Obligations with those underwriters, or place any Financing Agreement directly with a commercial bank or other lender.
- (11) Execute and deliver any other certificates or documents and take any other actions which the City Official determines are desirable to carry out this Resolution.

**Section 3.**     **Security.** Pursuant to ORS 287A.315, the City Official may pledge the City's full faith and credit and taxing power within the limitations of Sections 11 and 11b of Article XI of the Oregon Constitution and any and all of the City's legally available funds to pay the amounts due under the Financing Agreements. The City is not authorized to levy additional taxes to pay the amounts due under the Financing Agreements **Effective Date.** This resolution shall be effective upon its approval and adoption.

**Duly passed by the City Council this 2nd day of December, 2025.**

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Kim Young, Council President

Attest:

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Sylvia Murphy, MMC, City Recorder

**TO:** Sherwood City Council

**FROM:** Rich Sattler, Public Works Director  
**Through:** Craig Sheldon, City Manager and Ryan Adams, City Attorney

**SUBJECT: Resolution 2025-083, Authorizing City Manager to Enter into a Contract with Northwest Success for Janitorial Services, Hard Floor Maintenance, Carpet and Window Cleaning**

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**Issue:** Shall the City Council authorize the City Manager to enter into a contract with Northwest Success for Janitorial Services, Hard Floor Maintenance, Carpet and Window Cleaning?

**Background:** The City of Sherwood has contracted janitorial services for several years for all City facilities and the permanent restrooms at Snyder Park, Stella Olsen Park, Woodhaven Park and the Cannery Plaza.

Oregon Revised Statutes (ORS) 279.835 to 279.855 outline the requirements for public agencies to procure products or services using the State's Oregon Forward program (formerly known as the Qualified Rehabilitation Facility program (QRF)). This program fulfills a state law supporting meaningful work opportunities for Oregonians living with physical, mental, and developmental disabilities.

The Oregon Department of Administrative Services (DAS) manages the products of the disabled program. DAS qualifies each Oregon Forward Contractor (OFC) in Oregon and manages the list of those goods and services determined suitable for procurement by state and local governments.

OFC businesses provide permanent jobs for disabled Oregonians. The purpose of the program is to establish long term business partnerships with state and local agencies. To this end, DAS does not require agencies to bid for services provided by OFCs as they are approved by the State. If the relationship is mutually beneficial, the City can continue to work with the OFC for the services we need for as long as we require. The City has contracted with Northwest Success since 2020; they have provided consistent, satisfactory service to the City and their pricing has remained reasonably consistent.

**Financial Impacts:** The contract amount of \$293,010 is approved in the budget. Staff are requesting 5% (\$14,650.50) contingency for potential change orders to this contract that may include emergency janitorial services or changes in frequency to the current scope of work, if/when needed.

As this program does not require a competitive bid process for Oregon Forward services, this contract will be renewed yearly without the need to solicit bids, provided the costs do not increase unreasonably.

**Recommendation:** Staff respectfully recommends City Council approval of Resolution 2025-083, authorizing the City Manager to enter into a contract with Northwest Success for Janitorial Services, Hard Floor Maintenance, Carpet and Window Cleaning.



**RESOLUTION 2025-083**

**AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH NORTHWEST SUCCESS FOR JANITORIAL SERVICES, HARD FLOOR MAINTENANCE, CARPET AND WINDOW CLEANING**

**WHEREAS**, the City of Sherwood has a need for professional custodial services; and

**WHEREAS**, ORS 279.835 – 279.855 sets forth the requirements for public agencies to procure products and or services using Oregon Forward Contractors (OFC), formerly the Qualified Rehabilitation Facility program (QRF); and

**WHEREAS**, the State of Oregon has approved all contractors in the OFC program and encourage public agencies to retain contracts with current OFCs when they are satisfied with the work performed by the OFC; and

**WHEREAS**, Northwest Success (an OFC) has provided janitorial services for the City since 2020 and continues to provide satisfactory service to the City for janitorial services.

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

**Section 1.** The City Manager is authorized to enter into a contract with Northwest Success for Janitorial Services, Hard Floor Maintenance, Carpet and Window Cleaning in the initial amount of \$293,010 and to execute change orders to this contract in an amount not to exceed 5% (\$14,650.50) of the annual base price.

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

**Duly passed by the City Council this 2<sup>nd</sup> Day of December, 2025.**

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Kim Young, Council President

Attest:

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Sylvia Murphy, MMC, City Recorder

Agenda Item: Consent Agenda

**TO:** Sherwood City Council

**FROM:** Lydia McEvoy, HR Director

Through: Craig Sheldon, City Manager and Ryan Adams, City Attorney

**SUBJECT: Resolution 2025-084, Ratifying the Collective Bargaining Agreement with the Sherwood Police Officers Association (SPOA)**

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**Issue:**

Shall the City Council approve a resolution ratifying a collective bargaining agreement with the Sherwood Police Officers Association (SPOA)?

**Background:**

The City of Sherwood has completed Collective Bargaining Agreement (CBA) negotiations with the Sherwood Police Officers Association (SPOA). Staff is now bringing the tentative agreement to Council with a recommendation to ratify for the city.

**Key Changes**

- Cost of Living Increases

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
3%	3%	4%
- 2% Longevity Pay Removed
- VEBA Longevity added
  - ☐ 0-48 months completed \$125 month
  - ☐ 49th month to 120 months completed \$175 month
  - ☐ 121 months to 180 months completed \$250 month
  - ☐ 181+ months \$325 month
- One Time VEBA Contribution \$3500
- One Time payment \$1,000
- School Resource Officer Assignment Premium 6.5%

**Financial Impact:**

The financial impact over the next three years is expected to be at least \$238,000. Please note this figure does not include regular step increases for Officers in years 2 and 3.

**Recommendation:**

Staff respectfully recommends City Council adoption of Resolution 2025-084, Ratifying the Collective Bargaining Agreement with the Sherwood Police Officers Association (SPOA).



**RESOLUTION 2025-084**

**RATIFYING THE COLLECTIVE BARGAINING AGREEMENT WITH THE SHERWOOD POLICE OFFICERS ASSOCIATION (SPOA)**

**WHEREAS**, the City of Sherwood has completed Collective Bargaining Agreement (CBA) negotiations with the Sherwood Police Officers Association (SPOA); and

**WHEREAS**, staff recommends that the City Council adopt a resolution approving the tentative agreement; and

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

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

**Section 1.** The tentative agreement with SPOA attached hereto as Exhibit 1 is hereby approved.

**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 Agreement with SPOA 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 2<sup>nd</sup> day of December 2025.**

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Kim Young, Council President

Attest:

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Sylvia Murphy, MMC, City Recorder



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

**Expires: June 30, 2028**

## TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE .....	1
ARTICLE 2 – RECOGNITION .....	1
ARTICLE 3 – MANAGEMENT RIGHTS .....	1
ARTICLE 4 – EMPLOYEE RIGHTS.....	2
ARTICLE 5 – CONTINUITY OF SERVICES.....	2
ARTICLE 6 – CONTINUATION OF THE STATUS QUO .....	2
ARTICLE 7 – ASSOCIATION BUSINESS.....	3
ARTICLE 8 – CHECK-OFF AND PAYMENT IN LIEU OF DUES .....	4
ARTICLE 9 – DISCIPLINE AND DISCHARGE .....	5
ARTICLE 10 – DISPUTE RESOLUTION PROCESS – GRIEVANCES .....	7
ARTICLE 11 – ASSIGNMENT.....	9
ARTICLE 12 – PERFORMANCE EVALUATIONS.....	11
ARTICLE 13 – PROBATIONARY PERIODS .....	12
ARTICLE 14 – SENIORITY, LAYOFF AND RECALL .....	13
ARTICLE 15 – HOURS OF WORK .....	14
ARTICLE 16 – OVERTIME/COMPENSATORY TIME .....	15
ARTICLE 17 – CALLBACK.....	17
ARTICLE 18 – SALARIES .....	18
ARTICLE 19 – PREMIUM PAY .....	19
ARTICLE 20 – INSURANCE .....	21
ARTICLE 21 – TORT CLAIMS LIABILITY .....	22
ARTICLE 22 – RETIREMENT .....	22
ARTICLE 23 – PAID LEAVES.....	23
ARTICLE 24 –LEAVES WITHOUT PAY .....	28

ARTICLE 25 – UNIFORMS.....	31
ARTICLE 26 – TRAINING .....	32
ARTICLE 27 – BUSINESS TRAVEL.....	32
ARTICLE 28 – OUTSIDE EMPLOYMENT .....	33
ARTICLE 29 – MISCELLANEOUS .....	33
ARTICLE 30 – PERSONNEL FILES.....	33
ARTICLE 31 – FUNDING CLAUSE .....	34
ARTICLE 32 – SAVINGS CLAUSE .....	34
ARTICLE 33 – CLOSURE .....	34
ARTICLE 34 – TERM OF AGREEMENT .....	35
APPENDIX A – HOURLY WAGE SCHEDULE .....	36



## **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, evidence technician, 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 written notice of the proposed change. The Association shall have fourteen (14) calendar days to object in writing to the person proposing the change or their designee. The failure of the Association to object in writing to the proposed change within fourteen (14) calendar days of the notice provided for above shall serve as a waiver of the Association's right to bargain. The Association's written objection shall specify the nature of the objection and identify whether the Association believes the proposed change involves a mandatory bargainable subject or a mandatory bargainable impact of a permissive subject. The parties agree to the provisions of ORS 243.698 should bargaining be required.

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

## **ARTICLE 7 – ASSOCIATION BUSINESS**

Section 1. Subject to supervisory approval, grievances may be investigated on working time of the Association Officer and the employee involved. The Association's President or Vice-President 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 all SPOA Board members to attend contract negotiations, with those on attending on duty 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 (1<sup>st</sup>) 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. Advance Notice.

For any internal investigation which could result in discipline of an economic nature, the employee concerned shall be notified not less than twenty-four (24) hours prior to an investigatory interview of the employee except when, in the opinion of the City, a delay will jeopardize the success of the investigation or when criminal conduct is at issue. An employee may voluntarily waive the above twenty-four hour (24-hour) notice. The notice shall include the specific reasons for the interview, a statement of whether the employee is

a witness or a suspect, and any other information necessary to reasonably inform them of the nature of the investigation. Upon request, the employee shall be afforded an opportunity and facilities, subject only to scheduling limitation, to contact and consult privately with an attorney and/or a representative of the Association.

B. The Interview.

1. The interview shall be conducted in the Department Office unless mutual agreement of the parties or the particular circumstances of the situation require another location.
2. Any interview of an employee normally shall be when they are on duty, unless the serious nature of the investigation dictates otherwise.
3. Parties to the interview shall be limited to those reasonably necessary to conduct a thorough and fair investigation. The employee shall be informed as to the name, rank and command, or other similar information of all persons present, if they are unknown to them, and may have an Association or other representative present to witness the interview and assist them.
4. The interview shall be limited in scope to acts, events, circumstances and conduct which pertain to the subject investigation and shall be conducted in a manner devoid of intimidation, abuse or coercion. The employee shall be granted reasonable rest periods, with one (1) intermission every hour if so requested.
5. If the interview is recorded, the employee shall be provided with a copy of the recording upon request, or the employee may record the interview at their own expense, and the City shall be provided with a copy. If any portion of the recording is transcribed, the employee shall be given a copy. Interview proceedings shall be kept strictly confidential by all concerned.
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.

- C. 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.”

- D. 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.

Temporary Special Assignments. The City may make temporary work assignments, for example: Temporary Sergeants, Temporary Investigation Unit, with a duration of 6 months or less. Such assignments will be in writing and will be paid “out-of-class” consistent with Article 19.2.

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 and SPOA prior to November 1<sup>st</sup> if they will need to mandatorily rotate off a shift in the bidding process pursuant to this section.

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 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 CSO, Evidence Technician,

Special Assignment Investigation Unit (Detectives/SRO/Temporary Special Assignment/K9/Traffic/MHRT) will be assigned to shifts based on operational need.

Employees assigned to Patrol will be assigned to available shifts and days off based upon a shift bid process. The City will post specialty assigned shifts noted above available patrol shifts for bidding by November 1st.

Patrol Shift bidding shall follow the following process:

- The Patrol Shift bidding process will be conducted by SPOA and will be based on department seniority.
- Patrol Shift bidding will be conducted by SPOA, and the bidding process and time associated with bidding is not therefore compensated by the city.
- Employees will complete the shift bid schedules by November 15; and
- SPOA will provide the complete shift bid to the Chief's designee by end of day November 15<sup>th</sup>. In the event that SPOA does not provide a complete shift bid by November 15<sup>th</sup>, SPOA relinquishes this bidding benefit, and The Sherwood Police Department will assign Patrol shifts for the year based on operational need. If SPOA relinquishes this bidding benefit or does not provide the bid by Nov. 15<sup>th</sup> this will not be subject to grievance under Article 10.
- The schedules will be effective for the following approximate trimesters February I – May 30, June 1-Sept 30, Oct. 1- January 31.
- Required shift rotation will be followed as designated in Article 11 section 2

The City will commence Priority Vacation bidding by seniority within 7 days of receipt of the complete Patrol Shift bid or after shift assignment has completed.

Priority Vacation bidding by seniority shall follow the following process:

1. Officers will bid for vacation beginning with the officer with the most SPOA seniority and thereafter proceeding in order of seniority. For those employees assigned to Detectives and SRO, bidding must ensure that at least one employee in either assignment is available to respond to calls each day of the year.
2. Minimum Staffing levels are determined solely by the Chief of Police based on Operational Need. At the time of this agreement (2025 Lexipol Sherwood Police Department Policy Manual\*), the Chief of Police has set Minimum staffing levels for Patrol duty at (2) and Investigations Unit coverage *available/on-call* at (1) and those levels are subject to change but must be maintained during the bidding process.

\*Use most current published Policy Manual

3. Primary Vacation bids will not be granted if below minimum staffing. (The City may grant an exception if the Officer is bidding for an entire week, which is only impeded by a single Sgt. Holiday causing staffing deficit)
4. Primary Vacation bids 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.
5. Individual Officers will have a maximum of 48 hours to place their primary vacation bid. The 48hrs begins upon completion of the preceding officer's bid by seniority. The officer to bid shall be notified by the preceding Officer immediately upon their completion of bidding. Beyond the 48 hour limit the Officer forfeits seniority and the bid moves to the next officer. Forfeiture of seniority bid after 48 hours is not subject to grievance under Article 10.
6. The CSO is acting backup for Evidence Tech and will generally not be pre-approved for overlapping vacation.
7. In the event this bidding process is ineffective and, at the discretion determines that SPOA is not meeting the expectations of the bid process, the City reserves the right to revert to bidding conducted by the City in the following year.

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.

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. Appointments shall be subject to a probationary period for twelve (12) months.

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.
- D. The City and the Association may agree to an alternative work schedule. In the event an alternative work schedule is implemented, the parties agree to meet to negotiate its implementation and any other contract changes as may be necessary.

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

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

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

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 workweek<sup>1</sup>; 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:

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

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 five (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 then be placed at the bottom of the "force in list." The City will post the "force in list" periodically. Detectives and SROs 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. Compensatory time shall be earned at one and one-half (1½) times the overtime hours worked but shall not exceed a maximum "bank" of eighty (80) 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 (1½) 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:

1. The reporting time and the beginning of the regular shift, or
2. 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 believe 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 will be paid for those hours by the City to cover the period of absence from that shift. If the safety release time will extend more than half-way through the employee's next shift, the employee may opt to use accrued leave for the remaining duration of the 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, 2025, the wage scale will be as set forth in Appendix A, increased by 3% by applying the percentage increase to the first step and maintaining 5% between steps.<sup>2</sup>

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<sup>2</sup> Parties agree retro calculations will be based on 3% of all gross earnings from July 1, 2025 to the pay period following execution of this agreement. Retroactive pay is only paid to employees employed upon the execution date.

- Effective the pay period following the month of execution of this Agreement, each employee employed will receive a one-time payment of \$1,000 through the regular payroll process. Additionally, in the same pay period, each employee will receive a one-time payment of \$3,500 to their independent HRA/VEBA account.
- Effective July 1, 2026, the wage scale will be as set forth in Appendix A, increased by 3% by applying the percentage increase to the first step and maintaining 5% between steps.
- Effective July 1, 2027, 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.

Section 2. Pay Periods. The pay period for bargaining unit members is every 14 days accounting for generally 26 pay periods per year. Consistent with Appendix A, employees are paid hourly per pay period.

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 or if their graveyard shift is extended by a supervisor or if their graveyard shift is extended for attending a court appearance. 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 |
| • Advanced certificate                      | 8% of base hourly rate |
| (Certificate incentives are not cumulative) |                        |
| • AA degree                                 | 3% of base hourly rate |
| • BA degree                                 | 6% of base hourly rate |
| • (Degree incentives are not cumulative)    |                        |

Section 2. Employees are eligible for various premium pay 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 pay incentive compensation as outlined below:

- |                                                     |                          |
|-----------------------------------------------------|--------------------------|
| • Assignment to Detectives*                         | 7.5% of base hourly rate |
| • Assignment to Field Training Officer <sup>3</sup> | 7.5% of base hourly rate |
| • Assignment to Motorcycle Officer <sup>4</sup>     | 5.0% of base hourly rate |
| • Assignment to Officer-in-Charge <sup>5</sup>      | 5.0% of base hourly rate |
| • Temporary Out-of-Class (Article 11)*              | 5.0% of base hourly rate |
| • Assignment to Public Information Officer          | 5% of base hourly rate   |
| • Assignment to Mental Health Response Team (MHRT)  | 5% of base hourly rate   |

\*Detectives and SROs are subject to on-call rotations.

- |                                                                                  |                                                             |
|----------------------------------------------------------------------------------|-------------------------------------------------------------|
| • Residency within Sherwood City Limits                                          | \$125 per month<br>Paid in the 2nd pay period of each month |
| • Fluency in speaking Spanish language <sup>6</sup>                              | \$250 per month<br>Paid in the 2nd pay period of each month |
| • Assignment to School Resource Officer<br>(SRO is subject to on-call rotations) | 6.5% <del>5.0%</del> of base hourly rate                    |
| • Assignment to K9 Officer <sup>7</sup>                                          | 5.0% of base hourly rate                                    |
| • Assignment to Tactical Negotiations Team (TNT)                                 | 5.0% of base hourly rate                                    |

Premium pay incentives are paid based upon the employee's base hourly rate, unless otherwise stated as a fixed value. All work performed for the assignment beyond the regular shift must be approved by the Chief or 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.

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<sup>3</sup> 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.

<sup>4</sup>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.

<sup>5</sup> 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. Assignment of OIC is at the discretion of management.

<sup>6</sup> An employee shall be eligible to receive the Spanish language/ASL premium if they provide the Department with mutually satisfactory proof, subject to retest at City discretion, that they are fluent in speaking the Spanish language, or if the employee is fluent in American Sign Language.

<sup>7</sup> 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.

Section 4. Longevity VEBA Incentive. The City recognizes the enhanced benefits of tenured employees with the Department as well as a common goal to assist employees with current and prospective health care benefits. In efforts to meet both objectives, the City provides a longevity incentive with contributions towards an HRA/VEBA account to individual employees. Effective January 1, 2026, bargaining unit employees with continuous service with the police department are eligible for the following HRA/VEBA contribution to their individual accounts:

For full-time employees:

- |                                      |             |
|--------------------------------------|-------------|
| • 0-48 months completed              | \$125 month |
| • 49th month to 120 months completed | \$175 month |
| • 121 months to 180 months completed | \$250 month |
| • 181+ months                        | \$325 month |

VEBA contributions are prorated for part time employees based on their budgeted FTE status.

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.

Section 6. Department Equipment. The City reserves the right to assign or withdraw the use of department equipment and such equipment is not part of an employee's compensation.

## **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.<sup>8</sup> The employer and employee VEBA contributions under this paragraph end December 31, 2025.

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.

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.

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

## 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 sworn officer’s length of continuous service with any law enforcement agency. Law enforcement agency includes any DPSST police sworn agency or other out-of-state prior jurisdiction as determined in the sole discretion of the Chief of Police. (All other employees’ accrual rates will be determined by their length of 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.

A new hire will be front loaded 40 hours PTO and 40 hours of Sick Time which will postpone PTO and Sick Time accruals until the same amount would have been earned through time of employment with the City.

Break in Continuous Service. Effective for employees employed after July 1, 2025, for the purposes of this Section 2, a break in continuous years of law enforcement is defined as a break of certified law enforcement employment of a DPSST agency or other out of state prior jurisdiction as determined in the sole discretion of the Chief of Police of 12 months or more.

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. 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.

### A. Pay During Workers' Compensation Leave

1. During the First 120 days. If eligible for time loss due to an on-the-job injury or occupational illness and a workers' compensation accepted claim, the City shall issue a gross up check each pay period in an amount which is the difference between any workers' compensation payments and the employee's regular gross wages, excluding overtime for that period covered by the compensation payments, subject to applicable payroll taxes and deductions. Employees shall retain any time loss payment/checks received by the City's workers' compensation provider. Employees may be required to provide Payroll with evidence of the workers compensation payment so that Payroll

may calculate the gross-up check amount. The City will endeavor to process the gross up check as soon as operationally possible, however, depending on the date of the workers' compensation payment, the gross up check may be paid in the following pay period.

The employee shall receive any general salary adjustments (COLA) and will be eligible for any salary step increase subject to satisfactory performance at the date of injury.

During the period of the first 120-days, the City will deduct the employee's insurance cost share premium contributions or the other required deductions through payroll deductions from any gross-up payments made to the employee each pay period.

During the first 120-day period, the employee will continue to accrue all benefits, including but not limited to sick leave, vacation accrual, health insurance and PERS contribution. The PERS contribution is limited to the value paid by the city as the gross-up payment each pay period.

2. After 120 Days. Employees shall use available sick leave balances in order to gross-up and receive their regular gross wages. The employee's sick leave bank shall only be charged the difference between the employee's time loss payments/checks and their regular gross pay. If the employee's sick leave bank is depleted, the employee may elect to use available Comp Time or PTO to make up the difference. Employee medical benefits will continue for a maximum of twelve (12) months and leave accruals will be calculated proportionately to the amount of leave used by the employee to supplement their wages.

- B. Early Return-to-Work Program. The City's Return-to-Work program provides guidelines for returning the employee to work at the earliest possible time after having suffered an on-the-job injury or illness that results in time loss. This program is not intended as a substitute for reasonable accommodation when an injured employee also qualifies as an individual with a disability. The Return-to-Work Program is intended to be transitional work, to enable the employee to return to your regular job in a reasonable period of time.

The Return-to-Work program for job-related injuries consists of a team effort by the City, injured employees and their treating physicians, and the City's workers' compensation insurance carrier claims staff. The goal is to return employees to full employment at the earliest possible date that is consistent with their medical condition and the advice of the treating physician.

If the employee's doctor determines that they are able to perform modified work, the City will attempt to provide the employee with a temporary job assignment for a reasonable period of time until they can resume their regular duties (except where provided as an accommodation for a disability). If, due to a work-related injury, an employee is offered a modified position that has been medically approved, failure to phone in or report at the designated time and place may affect their compensation and employment with the City. While on modified or transitional work, the employee is still subject to all other City rules and procedures.

Section 10: Sabbatical Leave Program:

1. Wellness programs for law enforcement employees are 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 are eligible for a Sabbatical Leave. For laterals, the officer must 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.

## **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. Consistent with BOLI rules, all time required for applicable travel and course attendance shall be paid at the employee's regular or overtime rate, as applicable.
- D. At the discretion of the Chief or designee, an employee may be approved to use a personnel vehicle for training. Mileage reimbursement is limited to the travel for the training.

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.

Section 4. 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 their choice. Debriefing by a chaplain is not considered counseling by a licensed mental health professional. These meetings shall be covered by the psychotherapist/patient privilege and information disclosed in these meetings shall not be attainable or useable by the City for any purpose.

## **ARTICLE 30 – PERSONNEL FILES**

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

Section 2. Confidentiality. An employee's personnel records are confidential, except as provided by law. Only the employee, a representative of the employee with written permission of the

employee, the employee's immediate supervisor, the Police Chief, and the City Manager, or other personnel authorized by the City Manager, may examine an employee's confidential personnel records. Confidential personnel records shall not be released to any unauthorized individuals except with the written consent of the employee, unless otherwise permitted by law. No documents shall be removed from an employee's personnel file without the City Manager's approval, provided, however, employees have the right to inspect and to copy documents from their own personnel file at any time, subject to notification of the City Manager. Authorized inspections shall take place in the presence of the City Manager 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, 2028, and shall continue in effect during the period of negotiations until a successor agreement is reached.

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

#### **FOR THE SHERWOOD POLICE OFFICERS' ASSOCIATION**

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James Wolfer  
Association President

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Date

#### **FOR THE CITY OF SHERWOOD**

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Craig Sheldon  
City Manager

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Date

## APPENDIX A – HOURLY WAGE SCHEDULE

Effective and retroactive to July 1, 2025:

3% COLA

Steps are 5% apart

<i><b>SPOA Represented Salary Schedule 2025-26</b></i>						
<b>Job Title</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Police Officer	\$6,322 36.47 \$75,863	\$6,638 38.30 \$79,657	\$6,970 40.21 \$83,639	\$7,318 42.22 \$87,821	\$7,684 44.33 \$92,212	\$8,069 46.55 \$96,823
Community Services Officer	\$5,652 32.61 \$67,826	\$5,935 34.24 \$71,218	\$6,232 35.95 \$74,779	\$6,543 37.75 \$78,518	\$6,870 39.64 \$82,443	\$7,214 41.62 \$86,566
Property & Evidence Technician	\$5,652 32.61 \$67,826	\$5,935 34.24 \$71,218	\$6,232 35.95 \$74,779	\$6,543 37.75 \$78,518	\$6,870 39.64 \$82,443	\$7,214 41.62 \$86,566