



**RESOLUTION 2019-043**

**APPROVING AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SHERWOOD AND THE SHERWOOD POLICE OFFICERS ASSOCIATION RELATING TO THE COMMUNITY SERVICES OFFICER POSITION AND AUTHORIZING THE MAYOR TO SIGN**

**WHEREAS**, the City's labor attorney has negotiated an amendment to the collective bargaining agreement between the City of Sherwood and the Sherwood Police Officers Association relating to creation of the Community Services Officer position.

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

- Section 1.** The amendment to the collective bargaining agreement between the City of Sherwood and the Sherwood Police Officers Association, attached hereto as Exhibit A, is hereby approved.
- Section 2.** The Mayor is authorized to sign said amendment.
- Section 3.** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the City Council this 21<sup>st</sup> of May, 2019.**

  
\_\_\_\_\_  
Keith Mays, Mayor

Attest:

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

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

The City of Sherwood (City) and the Sherwood Police Officers Association (Association) have reached the following agreement regarding the addition of the new classification of Community Services Officer (CSO) to the Association:

1. Article 2, Section 1 of the Collective Bargaining Agreement between City and Association (CBA) is hereby amended as follows:

The City recognizes the Association as the sole and exclusive bargaining agent for all regular full-time, sworn law enforcement officers and Community Services Officers (non-sworn) excluding the chief, sergeants, supervisors and confidential employees of the Police Department, with respect to wages, hours and other conditions of employment.

2. Article 2, Section 3 will be deleted.

3. Article 12, Section 3 of the CBA is hereby amended as follows:

Section 3. Periodic salary increases are established in Appendix "A" and are based upon receipt of a satisfactory performance evaluation as indicated in an employee's written performance evaluation.

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

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

4. Article 13, Section 1 of the CBA is hereby amended as follows:

Section 1. All original appointments shall be tentative and subject to a probationary period of eighteen (18) consecutive months' service. Promotional appointments shall be subject to a probationary period for twelve (12) months.

During the first six (6) months of the initial probationary period of a newly hired ~~sworn law enforcement officer~~ employee, the employee shall earn Paid Time Off credits, but shall not be eligible to use Paid Time Off except for after the 90th calendar day of employment for an absence resulting from injury or illness.

Unless otherwise prohibited by law, if an employee is absent from the employee's position for a period of thirty (30) calendar days or longer, the employee's probationary period shall be extended by the length of the absence from the position.

5. Article 15, Section 2, Subsections C and D of the CBA are hereby amended as follows:

C. Detectives, Community Services Officers (CSOs), and School Resource Officer's (SROs) shall normally work a "5-8" work schedule.

D. Upon mutual agreement with a supervisor, Detectives, CSOs, 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 work week. 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.

6. Article 16, Section 3 is modified as follows:

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

Assignment of Overtime for Sworn Officers:

- A. When the City has knowledge of a need to cover certain hours at least 5 calendar days in advance, the City will assign officers to cover those hours in the following order:
1. Available hours will be posted in the briefing room. Officers can sign up to work the available hours. Officers cannot work additional hours under this paragraph that would cause the Safety Release provision (Article 17, Section 8) to apply.
  2. If no officer signs up to work posted hours, the City shall follow the procedures set forth in Article 16, Section 3(B).
- B. When the City has knowledge of a need to cover certain hours less than 5 calendar days in advance, the City will assign officers to cover those hours in the following order:
1. Officers working on the prior shift that needs to be covered or scheduled for the next shift will be asked to cover the necessary hours on a voluntary basis. Officers cannot work additional hours under this paragraph that would cause the Safety Release provision (Article 17, Section 8) to apply.

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

The City will use a rotating “force in list” beginning with the least senior officer. An officer who has been “forced in” and has worked a minimum of 3 hours will then be placed at the bottom of the “force in list.” The City will post the “force in list” periodically. Detectives shall not be placed on the “force in list.”

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

7. Article 19, Section 2, is amended as follows:

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

8. Article 19, Section 4, is hereby amended as follows:

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

9. Article 23, Section 5, Subsections A and B of the CBA are hereby amended as follows:

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.

10. Article 26, Section 3 of the CBA is hereby amended as follows:

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 required certificate. Such training shall be considered mandatory training.

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

11. Appendix A of the CBA is hereby amended to add the classification of Community Services Officer (CSO) as set forth in Exhibit 1 to this Amendment, attached hereto and incorporated herein by reference.

12. Parties agree that Article 11 as related to shift and vacation bidding does not apply to the CSO classification.

13. Article 25, Uniforms, Section 1 is amended as follows:

The City shall provide newly hired officers and CSOs with a footwear allowance in the amount of two-hundred dollars (\$200). Furthermore, the City shall provide a reimbursement of up to two-hundred dollars (\$200) every two (2) years for the receipted purchase/repair/replacement of footwear in order to maintain appropriate function at the Chief of Police's discretion. Proper maintenance of the appearance of footwear is the responsibility of the officer and CSO.

14. Parties agree that the CSO position is considered safety sensitive and is subject to pre-employment drug testing. The position is safety sensitive because of the duties of the position including access to and/or handling of firearms and controlled substances as evidence.

15. The parties agree that the requirements of Article 2, Sections 2 and 3 of the CBA have been fully satisfied with regard to creating a new classification.

16. Effective the first day of the pay period following the execution of this agreement, current City employee Bill Collins will be reclassified to the CSO classification, Step 5.

This is a reclassification with no probationary period. He will be credited seniority back to his date of hire of March 3, 2008. He will receive Senior Employee Pay consistent with the terms of the SPOA CBA. He may request a cash-out of Paid Time Off in June 2019 consistent with the terms of the SPOA CBA.

- 17. Disputes of this agreement are governed by the grievance process contained in the collective bargaining agreement.
- 18. This agreement is subject to ratification by City Council and is effective upon execution thereafter, as of the date last set forth below.

City of Sherwood

Sherwood Police Officers Association

\_\_\_\_\_  
Keith Mays, Mayor

\_\_\_\_\_  
Kris Asla, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT 1

Appendix A will be modified to read as follows, reflecting the pay rates effective July 1, 2018:

<b>Classification</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>
<b>Police Officer</b>	28.99	30.44	31.96	33.56	35.23	37.00
	5024.44	5,275.66	5,539.45	5,816.42	6,1707.24	6,412.60
	60,293.30	63,307.97	66,473.37	69,797.04	73,286.89	76,951.23
<b>Community Services Officer</b>	25.92	27.21	28.58	30.01	31.51	33.08
	4,492	4,717	4,953	5,201	5,461	5,734
	53,904	56,604	59,436	62,412	65,532	68,808