CONTRACT NO. 182-15

AGREEMENT

Between

CITY OF RICHLAND

and

RICHLAND POLICE GUILD

2015-2017

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PREAMBLE

The provisions contained herein constitute an Agreement between the City of Richland and the Richland Police Guild governing wages, hours, and working conditions for those members of the Richland Police Department who are members of the bargaining unit. Unless otherwise expressly provided herein, the provisions of this Agreement shall be effective on the date of signing.

ARTICLE 1 – DEFINITIONS

As used herein, the following terms are defined as follows:

A. "City" means the City of Richland, Washington.

B. "Guild" means the Richland Police Guild.

C. "Employees" means a regular full-time employee in the bargaining unit (as defined in subparagraph "D" hereof) covered by this Agreement.

D. "Bargaining Unit" as used herein shall include all regular full-time and regular part-time sworn police officers of the Richland Police Department up to and including the rank of Sergeant.

E. "Department" means the Richland Police Department.

F. "Base Rate of Pay" means employee's straight pay without any other paid compensation included. Hourly base rate of pay for Police Officers, Police Corporals and Police Sergeants is listed in Appendix A.

G. "Regular Rate of Pay" means base rate of pay plus assignment pay, education pay, longevity pay and specialty pay for which the employee is eligible. Out of class pay shall also be included when calculating the overtime rate.

H. "Gross Wage" means the regular rate of pay plus all other types of paid compensation with the exception of clothing and meal allowance.

ARTICLE 2 – RECOGNITION

The City recognizes the Guild as the sole and exclusive bargaining representative of the employees in the bargaining unit (as defined in Article 1, subparagraph "D") for the purpose of establishing wages, hours and working conditions. It is the desire and intent of the City and Guild to maintain the type of communications, which will keep each other informed of matters, which have a significant effect on the working conditions of the employees covered by this Agreement.

ARTICLE 3 - GUILD SECURITY

A. Employee Rights: Employees shall have the right to join and participate in the activities of the Guild for the purpose of representation on matters of employee relations. Employees shall have the right to refuse to join or participate in the activities of the Guild. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Guild or its members because of the exercise of these rights.

B. Notwithstanding paragraph A above, any permanent employee who is not a member of the Guild shall, as a condition of employment, pay the Guild a monthly service charge no greater than the monthly Guild dues as may be limited by law. Employees who fail to meet this requirement after being notified by the parties in writing of the dues requirement shall be discharged if they do not comply. The right of non-association of employees, based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, are safeguarded in accordance with appropriate PERC procedure. Such employee shall pay an amount of money equivalent to regular Guild dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Guild. The employee shall furnish written proof that such payment has been made. If the employee and the Guild do not reach agreement on such matter, the Public Employment Relations Commission shall determine the employee's right to non-association status or designate the charitable organization.

C. The City agrees to deduct membership dues from the wages of those members who request it and forward those dues to the designee of the Guild. The Guild agrees to hold harmless and indemnify the City from all liability it incurs from complying with this section.

ARTICLE 4 - GUILD BUSINESS

A Guild officer who is an employee in the bargaining unit may be granted time off without pay while conducting bona fide Guild business provided: (1) that the employee notifies the City at least forty-eight (48) hours prior to the time off; (2) that the City will have sufficient employees available to staff the Department during this time off. Guild officers, when on duty, may use on-duty time for the administration of this agreement.

The City recognizes the Guild's Negotiation Team as the exclusive contract negotiator. The City agrees to discuss contract proposals with the Negotiation Team or the Guild's principal spokesperson only. In the event that contract negotiations are scheduled at a time when any members of the Guild's Negotiation Team are also scheduled to perform their regular duties, such member(s) shall be relieved of their duties, with pay, to attend the contract negotiation session. The City shall recognize three (3) members of the Guild and their designated spokesman (if not an employee) for purposes of bargaining per bargaining session.

ARTICLE 5 - DRUG AND ALCOHOL TESTING POLICY

A. Reporting to work under the influence of alcohol and/or illegal drugs, of the use, sale, or possession by an employee of illegal drugs is strictly prohibited and may result in disciplinary action, including immediate termination.

Each employee must advise the City if they are using prescription or other over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the City may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

The City recognizes a need to provide an opportunity for employees to deal with alcohol related problems through employee assistance programs. Any employee who voluntarily seeks treatment for a personal alcohol problem or for a substance abuse disorder, not involving criminal conduct, may do so through employee assistance programs of the employee's own choosing in complete confidence and without jeopardizing the employee's employment with the City.

The parties recognize the essential purpose of any law enforcement agency is to enforce the criminal laws. Moreover, the parties recognize the courts have held it would substantially impair law enforcement agencies if they were required to employ individuals within their ranks who have violated the very laws that agencies are charged with enforcing. Therefore, the City reserves the right to refuse to employ or continue the employment of individuals who are or have been engaged in serious criminal conduct, whether drug related or not.

Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs, or is using illegal drugs, the employee in question will be asked to submit to discovery testing including breath tests, urinalysis and/or a blood screen to identify any involvement with alcohol or illegal drugs.

An employee who refuses to submit to discovery testing for alcohol and/or illegal drugs shall be conclusively presumed to be under the influence of alcohol or an illegal drug for the purpose of administering this Article.

For the purpose of administering this Article the following definition of terms is provided:

Reasonable Suspicion - Is based on specific objective facts and reasonable inferences from those facts in the light of experience, that discovery testing will produce evidence of illegal drug or improper alcohol use by that particular employee.

Under the influence - The following cutoff levels shall be used for the screening of specimens to determine whether they are negative for these drugs or classes of drugs. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL).

DEPARTMENT OF TRANSPORTATION STANDARDS - 49 CFR PART 40 §40.87		
Type Drug or Metabolite	**Initial Test**	**Confirmation Test**
Marijuana metabolities	50	
Delta-9-tetrahydrocannabinol-9-carboxylic acid (TCH)		15
Cocaine metabolities (Benzoylecgonine)	150	100
Amphetamines – AMP/MAMP	500	
Amphetamine (AMP)		250
Methamphetamine (MAMP)		250 (specimen must also contain at least 100 ng/mL of amphetamine)
Opiate metabolities – Codeine/Morphine	2000	
Codeine		2000
Morphine		2000
6acetylmorphine	10	10
Phencyclidine (PCP)	25	25
Methylenedioxymethamphetamine (MDMA)	500	250
Methylenedioxyamphetamine (MDA)		250
Methylenedioxyethylamphetamine (MDEA)		250

Level of the positive result for ethyl alcohol....0.04 gm/dl

These threshold levels shall change in accordance with the current Dept. of Transportation Standards upon written notification to employees and/or other state or federal law that the parties agree is applicable and requires changes to this section. The City shall also notify the Guild of any other potential change or update.

Illegal Drugs - are defined as all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, which sale, purchase, transfer, or unauthorized use

or possession is prohibited by law.

Over-the-Counter Drugs - are those, which are generally available without a prescription and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform the employee's duties.

Prescription Drugs - are defined as those drugs, which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

B. If an employee is required to submit to a drug test, the following procedure shall be followed:

1. The employee shall be given an opportunity to confer with a Guild representative if one is readily available and the employee has requested said conference.

2. The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to employee to the test administrator. The City and a Guild representative may be present during this discussion.

3. The City may request urine and/or blood samples.

4. Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. The City shall transport the employee to the collection site. The City and/or Guild representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee shall not be observed by the City when the urine specimen is given.

5. All specimen containers and vials and bags used to transport the specimen shall be sealed to safeguard their integrity, in the presence of the City, employee and the Guild representative and proper chain-of-custody procedures shall be followed.

6. The drug tests of the specimen shall be conducted by the PAML Laboratory in Spokane, Washington.

7. If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests. The specimen must show positive results on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive.

8. At the employee's or the Guild option, a sample of the specimen may be requisitioned and sent to a laboratory chosen by the Guild for testing. The cost of this test will be paid by the Union or the employee. Failure to exercise this option may not be considered as evidence in an arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City.

9. The employee and the Guild shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available.

C. The City shall designate a Medical Review Officer (MRO) to review all confirmed positive test results and communicate those results to the City. The MRO shall have the responsibility to determine when an individual has failed a drug test in accordance with the standards enumerated herein. The MRO shall retain all records of all positive tests for at least five years and records of all negative tests for at least one (1) year.

D. If the results of the drug test are positive, and support a conclusion that the employee used an illegal drug, or reported to work while under the influence of alcohol, the employee may be subject to discipline including immediate discharge.

ARTICLE 6 - EMPLOYER RIGHTS AND RESPONSIBILITIES

Subject to the provision of this Agreement and any other Agreement between the City and the Guild, the Guild recognizes (1) the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers, and (2) that the City reserves those rights concerned with the management and operation of the Department which include, but are not limited to, the following:

A. To recruit, assign, transfer or promote members to positions within the Department. The appointing authority retains the right to make appointments from the top three available candidates. Prior to any promotional test, the parties agree to convene a promotional testing process review committee composed of two management representatives appointed by the Chief and two Guild representatives appointed by the Guild President. Committee recommendations for the test will be reviewed and approved by the City's Personnel Committee.

B. To suspend, demote, discharge or take other disciplinary actions against members for just cause;

C. To determine methods, means, and personnel necessary for Department operations;

D. To control the Department budget; and

E. To take whatever actions are necessary in emergencies in order to assure the proper functions of the Department.

ARTICLE 7 - PRODUCTIVITY

The City and the Guild shall work together to provide the public with efficient and courteous service; to encourage good attendance of employees; and to promote a climate of employee relations that will aid in achieving a high level of efficiency in the Department.

ARTICLE 8 - PERFORMANCE OF DUTY

Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform their assigned duties to the best of their ability during the term of this Agreement. The Guild agrees that it will not condone or cause any strike, slow-down, mass sick call or any other form of work stoppage or interference of normal operation of the Department during the term of this Agreement.

Nothing in this Agreement shall be construed to grant to the City the right to lock out any member of the Guild for any reason.

ARTICLE 9 - HOURS OF WORK

A. Work Schedules. The normal work schedule shall be established by the City, with shifts not to exceed twelve (12) hours in duration including meal and rest breaks. This section shall not be construed as a waiver of bargaining rights. Two (2) weeks notice will be given to employees prior to changing their shift assignment or change in schedule. However, this provision may be waived upon mutual agreement by the City and the employee.

B. Work Periods. The normal work period shall be 28 days. The normal workweek for patrol shall be Monday through Sunday on a twelve (12) hour shift schedule. The normal work period for all others shall begin on Monday at 0001 hours.

1. The configuration of the twelve (12) hour shift schedule will be four shifts/squads. There will be two (2) day shifts working from 0630 to 1830 hours and two (2) night shifts working from 1830 to 0630 hours.

2. The sequence will begin on a Monday with two (2) days on, followed by two (2) days off, followed by three (3) days on. The following week, the sequence will be two (2) days off, followed by two (2) days on, followed by three (3) days off.

3. Additionally, employees earn hours that are set aside in a regular time worked (RTW) bank of hours. The bank of hours will come

from two sources: the five (5) scheduled eight (8) hour training days, and the four (4) extra hours worked in each of the twenty-six (26) yearly pay periods.

Explanation of Annual Accrual Calculation:

5 eight-hour training days = 40 total hours;
4 hours x 26 (pay periods) = 104 hours.

Adding these two sources equals 144 total RTW hours earned per year. The RTO hours will come from this 144 hour RTW bank. Employees and their supervisors are responsible for ensuring RTW banks end each payroll calendar year with a zero balance.

Employees who earn RTW hours will be credited with seventy two (72) hours of regular time off (RTO) on the first payroll cycle of the year, and seventy two (72) hours of RTO on the first pay period in July. Employees and their supervisors are responsible for ensuring RTW banks are at a zero balance on July 15 and at the end of the calendar year. Employees hired during the course of the year shall receive prorated RTO hours in an amount equal to the monthly RTO hours remaining in the year.

Should an employee leave employment with the City having used RTO hours before earning such hours, the employee must reimburse the City for the advanced RTO hours used on separation from employment.

Prior to the first of each year, the Department will identify the dates for each of four training dates during the year which shall be considered part of the work schedule and worked without additional compensation. There will be sixty (60) day notice prior to the first scheduled training day.

One additional training day will be scheduled during the year which shall be considered part of the work schedule and worked without additional compensation. This day will also be scheduled with sixty (60) day notice and will be in the last quarter of that year.

There will be at least one (1) month separating each of the training days, which will be set for Tuesdays or Thursdays. Only a Division commander may excuse an employee from attending a training day.

Should an employee miss a training day, it will be incumbent upon that employee to arrange to attend the other training day that month for the opposite squads.

4. For the purpose of adopting this schedule, the parties agree that the City is adopting a twenty-eight (28) day work period.

C. Meal and Rest Periods.

1. All employees shall be entitled to paid meal and rest periods on each work shift. For employees assigned to work a ten (10) or twelve (12) hour shift, the total time for meal and rest periods shall be one and one-half (1½) hours per shift with a meal period not to exceed sixty (60) minutes in duration and the remainder for breaks. For employees assigned to the eight (8) hour work shift, the total time for meal and rest periods shall be one (1) hour per shift with a meal period not to exceed thirty (30) minutes per shift and two (2) fifteen (15) minute breaks.

2. Employees working a scheduled training day and not expected to be available to respond to calls for service shall work eight (8) hours with a one (1) hour duty free unpaid meal period. Twelve (12) hour shift employees will be scheduled for training days on their respective short weeks.

D. The City and Guild recognize that during a calendar year there may be certain number of pre-planned events that require full staffing to achieve the operational needs of the department. Full staffing is understood to mean that the number of officers needed is a full patrol squad. Such dates shall be determined, according to a written, staffing strategy for each event, no later than December 1st of the preceding year unless the parties agree to a later date.

The City agrees that the Chief shall meet with the Guild to negotiate the impact on employees assigned to patrol and other specialty units. The Chief or his or her designee shall address exceptions to the full staffing requirement for special or unusual circumstances of employee vacation requests. Further, at times, specialized units may be required to supplement patrol shifts to allow patrol employees the opportunity to have time off during pre-planned event dates and vice-versa. The pre-planned staffing dates shall not be created solely to avoid the payment of overtime.

Operational full staffing dates that occur unexpectedly during the year shall not result in the cancellation of approved vacations except in the case of emergency.

ARTICLE 10 – WAGES & OTHER COMPENSATION

A. The wages for all employees covered by this Agreement shall be listed in Appendix "A" attached hereto and by this reference incorporated herein. Appendix A will reflect the hourly base rate of pay

B. Wages 2015 – Effective the first payroll of the 2015 payroll year, the base wage for 2015 shall be increased across-the-board by 2.5%, as in Appendix "A".

Wages 2016 – Effective the first payroll of the 2016 payroll year, the base wage for 2016 shall be increased across-the-board by 2.5%.

Wages 2017 – Effective the first payroll of the 2017 payroll year, the base wage for 2017 shall be increased across-the-board by 2.5%.

C. Assignment Pay - Any employee on non-permanent, intermittent assignment upgrade to the Detective section or Community Services section in the Support Operations Division and the Training Officer in the Administrative Services division shall receive six percent (6%) assignment pay above their base rate of pay.

D. Education Incentive Pay – A member of the bargaining unit who has acquired an AA or AS Degree will receive five percent (5%) education incentive pay above their base rate of pay and assignment pay. A member will receive ten percent (10%) above their base rate of pay and assignment pay for a BA or BS Degree. See Article 26 for specific details on the Education Incentive Program.

E. Longevity Pay – Effective January 1 2007, a member of the bargaining unit who has completed one thousand (1000) hours of training and ten (10) years of service (including prior full-time paid civilian commissioned law enforcement) will receive an additional two percent (2%) of the employee's base rate of pay, assignment pay and education incentive pay.

Effective January 1 2007, a member of the bargaining unit who has completed twenty (20) years of service (including prior full-time civilian commissioned law enforcement) will no longer receive education pay or the two percent (2%) longevity pay referred to above, but will receive twelve percent (12%) of the employee's base rate of pay and assignment pay .

There will be no change to the payroll calculation of this compensation for employees already receiving ten percent (10%) education pay and two percent (2%) longevity pay to ensure employee pay is not reduced.

F. Specialty Pay - Special assignments eligible for specialty pay include: (1) Swat Team/Hostage Negotiator; (2) Bomb Squad; and (3)Bi-Lingual Certification (certification standard to be approved by the Chief after consultation with the Guild; provided the maximum members eligible for bi-lingual certification pay shall not

exceed eight (8)). The maximum specialty pay that any single employee may receive under this Section shall be three percent (3%) even if the employee is assigned to more than one (1) special assignment. Specialty pay shall be three percent (3%) of the employee's base rate of pay, assignments pay, and education incentive pay.

G. Patrol Training Officer (PTO) Pay – Patrol Training Officers will receive PTO pay for actual hours worked as a Patrol Training Officer at the Corporal E Step pay in addition to any other specialty pay the employee is eligible for.

H. Out-of-Class Pay (upgrade) – All Officer-In-Charge (OIC) (Patrol, Detective, Community Services) and corporals assigned to perform substantially all of the sergeant's duties for a period exceeding four (4) hours, shall be compensated at the first step sergeant's pay for all hours worked in the assignment.

I. Differential Pay - The base rate of pay for a Police Corporal F Step is seven percent (7%) above the Police Officer F Step. The base rate of pay for a Police Sergeant F Step is fifteen percent (15%) above the Police Officer F Step.

J. New Classifications – Newly established uniformed positions below rank of Sergeant shall have a salary established by the City provided that the setting of such salary shall establish no labor relations precedent. The Guild may open salary negotiations for the new classification immediately following the appointment of an employee to the classification.

ARTICLE 11 – OVERTIME

A. Overtime is defined as all work, which is in excess of the person's normal workday or on the employee's regularly scheduled days off.

B. Exceptions to Overtime. To the extent allowed by applicable State or Federal laws, overtime pay shall not be earned as a result of regularly scheduled shift rotations, approved shift trades, or a full day of attending training courses. Provided, should the City require a full day of in-house training, then such a day of required training by the City would not be considered an exception to overtime, provided however, with two (2) weeks advance notice, the City may alter an employee's schedule so the employee could attend an in-house training without creating overtime liability for the City consistent with the FLSA.

C. Overtime Compensation and Compensatory Time. Overtime shall be compensated at one and one-half (1½) the employee's regular rate of pay except, all time worked in excess of four (4) hours beyond the employee's regularly assigned shift shall be paid at double (2 times) the employee's regular rate of pay. All other mandatory overtime in excess of fourteen (14) hours in one (1) pay period

shall be paid at double (2 times) the employee's regular rate of pay (excludes shift extensions). All voluntary off duty employment shall be paid by the City at time and one half (1½).

At the option of the employee, compensatory time may be earned in lieu of overtime pay. If selected, compensatory time shall accrue at the same rate (1½x or 2x) that the overtime pay would have been earned by the employee. Employees shall not accrue more than one hundred (100) hours at any point in time. Compensatory time shall be scheduled in the same manner, and require the same approval, as vacation leave.

D. Overtime Meal Allowance. Whenever an employee works at least two (2) unscheduled hours beyond the end of their regularly scheduled shift, the appointing authority may authorize a meal allowance. Said meal allowance must be requested by the employee who has worked the overtime. The amount authorized as a meal allowance shall not exceed fifteen dollars ($15.00).

E. Callback Pay. When an employee is specifically called back and authorized to return to duty outside of their regular shift schedule either for regular duty or for court appearances, and this shall not include an extension of the employee's regularly scheduled shift, the employee shall be compensated at one and one-half (1½) times the employee's regular rate of pay, for hours actually worked, but in any event, the employee shall receive a minimum of three (3) hours pay at the overtime rate.

F. Court Cancellation Procedures. When an employee is scheduled to appear in court outside of their regularly scheduled shift, prior to seventeen hundred hours (5:00 p.m.) on their last regularly scheduled shift preceding the court date, the employee shall call into a designated City employee and check to see if their court appearance has been canceled. If the employee does that and has not been notified at that time that their court appearance has been canceled, and even if the court appearance is later canceled, the employee shall receive the minimum of three (3) hours callback pay as specified in paragraph E above. If an employee fails to call in as required and does not learn, because of that, that the court has been canceled, the employee shall not be entitled to any callback pay for going to court the next day.

G. Standby Pay. Employees directed to remain on standby status by supervisory or command personnel shall receive three dollars ($3.00) per hour for each hour of standby time. Employees on standby time shall abide by such conditions and requirements as directed by the Chief as necessary to insure that the officer is available for duty as directed. When the City places restrictions on employees sufficient to constitute being `engaged to wait' within the meaning of the Fair Labor Standards Act, such time will be paid as overtime.

ARTICLE 12 - CLOTHING AND UNIFORMS

A. Uniforms. The present practice of the City with regard to furnishing uniforms, footwear and equipment shall be continued with the addition of protective gloves and glasses.

B. Each plain clothes officer, as assigned by the Department Director, shall receive eight hundred-sixty dollars ($860) per annum clothing allowance. Half of each year's allowance shall be paid the first calendar month of each calendar year and half shall be paid in July.

C. All employees shall maintain a presentable appearance while on duty.

D. Uniforms supplied by the City shall be cleaned and maintained by the City.

E. Personal Equipment. The City shall reimburse employees for the cost of repair or replacement of personal equipment lost, damaged, or destroyed while on-duty without the fault of the employee. To receive coverage under this section, personal equipment shall be pre-approved by the Department.

ARTICLE 13 – HOLIDAYS

A. The following holidays shall be considered as holidays for full-time employees:

*New Year's Day	Veteran's Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
*Fourth of July	*Day before Christmas
Labor Day	*Christmas Day

B. Employees working on a holiday shall receive pay for the actual hours worked on the holiday plus one and one half times (1½) times the actual hours worked on the holiday.

C. Employees who are not regularly scheduled to work on the specified holiday shall receive holiday pay set forth in paragraph B above for one work day on their shift adjacent to the holiday, either before or after, and in the same pay period as the holiday, depending on the scheduled shift.

*Holidays may fall on the weekend and would be different than the City's recognized holidays. In those occurrences, the City's recognized holidays take precedence for pay purposes for employees who are not regularly scheduled to work on the City's recognized holidays.

D. Holiday Pay previously received by members for a Floating Holiday shall be replaced with a Compensatory Time Day. Field Operations members will be

credited twelve (12) hours of comp time; Support Operations members will be credited eight (8) hours of compensatory time. Such compensatory time in lieu of holiday pay shall be credited the first pay period of each calendar year.

ARTICLE 14 – VACATIONS

A. Each full-time employee shall accrue vacation time as set forth below, based on their continuous length of service which has accumulated since their most recent anniversary date of employment.

An employee shall not be eligible for a vacation until the employee shall have worked for the City a minimum of six (6) calendar months from his or her most recent anniversary date of employment.

B. Vacation Accrual. Vacation time shall accrue on the following basis:

	ACCRUAL RATE
YEARS OF SERVICE	(HOURS/MONTH)
1st - 9 years	12
10th - 15 years	14
16th - 20 years	16
Over 20 years	18

C. An employee may carry over a maximum of three hundred fifty (350) hours from one (1) year to the next. Although an employee is encouraged to take vacation time when it accrues, an employee may request deferral to the Department Head who will review the request. The approval of the request shall be at the sole discretion of the Chief; unless the employee exceeded the cap through no fault of his/her own.

D. Vacation time shall be taken in no less than a one (1) hour minimum.

E. Vacation Bonus Day – Regular full-time employees working one continuous year of service shall be eligible to earn one vacation bonus day (eight (8) hours) after non-use of sick leave and leave without pay collectively.

F. An employee who ceases to be an employee of the City shall receive a sum of money equal to their number of hours of accrued and unused vacation at their regular rate of pay minus specialty pay. The 350 hour maximum accumulation will be waived at the time an employee leaves the City.

G. In November of each year, either the City or the employee may convert up to one hundred (100) hours of compensatory time, RTO time, or vacation time to cash at the regular rate of pay.

H. An employee who ceases to be an employee of the City shall receive payment for accrued and unused compensatory time (maximum of 100 hours) at their regular rate of pay.

I. Vacation Leave Donation/Transfer – The policy of the City is to allow employees to donate vacation leave to co-workers facing personal emergencies who have exhausted all accrued leave.

An employee is eligible for donated vacation leave when (1) he or she has suffered an extraordinary injury or illness (from other than a work-related cause) which exceeds sixty (60) calendar days in duration and has exhausted all applicable accumulated leaves; or (2) when an attending physician determines the presence of an employee is necessary because of an immediate family member's medical condition which exceeds sixty (60) calendar days in duration and the employee has exhausted all other available leaves.

Recipients are limited to receiving two-hundred forty (240) hours of donated leave for any one (1) incident or illness and may not request donated vacation leave more than one (1) time in any concurrent five (5) year period.

The leave recipient must pay insurance premiums while using donated leave, and will not accrue any other leaves while using donated vacation leave.

An eligible employee requiring use of donated vacation leave shall notify his or her Department Director in writing that the use of donated leave is required, explaining and providing written documentation as to the circumstances.

The Department Director shall forward the request to Human Resources for approval. The Human Resources Department is responsible for approving the request and forwarding the PTO/Vacation Donation Transfer Form (see Appendix "B") for organizational wide notification and distribution.

City employees may donate vacation leave to other employees under the following conditions:

1. A vacation balance of at least 100 hours is maintained after the transfer, and employees may not donate more than 100 hours per year of their vacation balance.

2. Vacation is transferred based on the dollar value of said leave. For example, the requesting employee earns $10.00 per hour base. The donating employee earns $20.00 per hour, and wishes to transfer ten (10) hours. As a result, $200 worth of leave is transferred. The requesting employee will be credited with twenty (20) hours ($200 divided by $10/hour).

No City employee may intimidate, threaten or coerce any other employee with respect to donating, receiving or using leave under this program. If the recipient does not use all the leave donated, the remainder will be returned to the donors as nearly as possible in the ratio of each employee's donation to the total amount.

ARTICLE 15 – PENSIONS

Pensions for employees and contribution to pension fund will be governed by the Washington State Statute in existence at any given time during the term of this Agreement.

ARTICLE 16 – DEFERRED COMPENSATION

In accordance with the City's plan document and limitations of federal law, regular full and part-time employees are eligible to voluntarily participate in the International City Management Association Retirement Corporation (ICMARC) Internal Revenue Code (IRC) Section 457 plan. The City retains the right to select plan administrator to improve cost-effectiveness of the 457 plan administration and/or to improve service level for plan members.

The City shall match employee contributions up to four percent (4%) of the employee's gross wage into the ICMARC IRC 457 plan.

ARTICLE 17 – INSURANCE

A. The City sponsored Preferred Provider Organization Plus (PPO+) Plan ("Plan") provides medical coverage to employees and their eligible dependents. The medical, dental, vision and prescription plans shall remain unchanged for the duration of the contract with the exception of plan changes as noted below due to the ACA. Thereafter, for the duration of the Agreement, any subsequent changes to the Plans shall be negotiated.

   Effective January 1, 2015, the Guild accepts the Plan changes regarding maximum OOP and expanding mental health coverage.

   Effective January 1, 2016, the Guild accepts the Plan changes regarding deductibles and co-pays: Deductibles $500/$1500; Co-Pay, $20

   Effective January 2015 (retroactively), employees will contribute the following tiered amounts for premium costs for medical and dental insurance provided by the City.

Contribution Tier	2015	2016	2017
Employee Only	10.0%	11.0%	12.0%
Employee & Spouse	10.0%	11.0%	12.0%
Employee & Child/Children	10.0%	11.0%	12.0%
Employee, Spouse & Child/Children*	10.0%	11.0%	12.0%

*With cap on Employee, Spouse & Child/Children tier:
2015 = $153, 2016 = $162, 2017 = $194 per month

The employee's medical/dental insurance contribution will be split equally and payroll deducted from the first (2) paychecks of each month effective the first month following adoption of this Agreement.

Excise tax reopener: If during the life of the contract, but no earlier than November 1, 2016 or any holdover period required by the collective bargaining statutes it is determined through good faith professional healthcare actuarial and legal guidance that the federal ACA excise tax must be imposed the following year upon the City as a result of healthcare costs, the Employer will provide written notice to the Guild. Either party may provide a request to bargain, and the provisions of the contract relating to this Article and the economic provisions of the contract may be opened for negotiations. The parties will negotiate in good faith to avoid the payment of any federal excise tax imposed on the City pursuant to the ACA. The intent of the negotiations is to assure that the bargaining unit receives all compensation for which it bargained and to avoid the payment of any federal excise tax imposed on the City under the ACA; any decrease in health benefits shall be recaptured elsewhere in other economic benefits of the contract.

B. Dental Plan. The City's health care package includes a dental plan for the employee and his or her eligible dependents. This plan has a separate enrollment election from the medical plan.

C. Vision Plan. The City's health care package also includes a vision plan in which the City will pay for a plan that covers the employee and his or her eligible dependents. This plan has a separate enrollment election from the medical plan.

D. Prescription Plan. The City's health care package also includes a prescription plan in which the City will pay for a plan that covers the employee and his or her eligible dependents.

E. Administration. The City retains the right to choose the insurance carrier(s), administrators and networks and other administrative consultants for the Plans' management_and agrees that the level of insurance benefits offered under the insurance plans outlined in Section A of the Article will not be lowered except as set forth herein. Future modifications to the benefit levels of the City's benefit plans may be implemented only by negotiations pursuant to the terms of this Agreement.

F. ICMARC VantageCare Retirement Health Saving Program (RHS) – refer to Article 24 Section F.

G. Employees may voluntarily participate in the IRC Section 125 Flexible Spending Account program. The City will pay any administrative fees. The City may eliminate this program, December 31, 2017, if the City must include this program as a part of medical plan value in the calculation of excise tax under the ACA.

H. Post-Retirement Insurance - Employees employed on or after January 1, 2003 but prior to January 1, 2013 may participate in the City's Post Employment Health Program in accordance with the Post-Retirement Plan design as modified, effective 2013. (See Appendix C)

The Post Employment Health / Retiree Medical Plan in place for regular full-time employees on January 1, 2003 will no longer accept enrollment for new regular full-time employees hired on or after January 1, 2013. In lieu of eligibility in the Post Employment Health / Retiree Medical Plan, a contribution of one percent (1%) of base salary will be made each payroll period to the Fraternal Order of Police (FOP RHS) if allowed by Plan Design otherwise fund should be deposited in ICMARC RHS Account by both the City and the employee hired on or after January 1, 2013. The City may redirect this payment to an alternative savings account agreed to between the parties effective December 31, 2017 if the City must include this program as a part of medical plan value in the calculation of excise tax under the ACA.

Employees as of December 31, 2012 had the option in 2012 and 2013 of remaining eligible for the Post Employment Health / Retiree Medical Plan or choosing to terminate their eligibility and participate in a buy-out program established on the employee's years of service since January 1, 2003 prior to their decision to relinquish future eligibility. The buy-out reimbursement and a City contribution of one percent (1%) of base rate will be made each payroll period to the employee's ICMARC RHS Account (or FOP RHS if allowed by plan design) This buy-out option was available to employees only during the 2012 and 2013 open enrollment periods for 2013 and 2014 benefits. The City and Guild mutually agreed to extend the buy-out option for 2013 benefits from December 31, 2012 to January 31, 2013. Once an employee choose the buy-out option, it was an irrevocable decision.

The City and employees who opted to remain eligible for the Post Employment Health / Retiree Medical Plan share equally in monthly tiered premiums upon employee's enrollment in the Post Employment Health / Retiree Medical Plan.

Grandfather Provision: Employees who retired prior to January 1, 2013 will continue to pay one half (½) of the composite rate on the PPO + plan regardless of the number of dependents the retiree has as at the time of retirement. (i.e. 2015 composite rate is $1391.64/month; one-half is $695.82). Retirees may, at their own

election, move to the same Post-Employment Health/Retiree Medical Plan offered to current employees hired after January 1, 2003 but prior to January 1, 2013 and pay one-half of the tiered premium rate.

All Retirees prior to January 1, 2013, will continue to receive the same coverage as active employees, provided they have not opted out.

Retirees in the tiered plan (Comprehensive Plan) will pay one-half of the monthly premium cost of coverage. The premium for the tiers below shall be determined annually.

Retiree's Monthly Rates for 2015	
Retiree, Spouse or Child Only	$339.90
Retiree Plus Spouse	$679.80
Retiree or Spouse Plus 1 Child	$509.85
Retiree or Spouse Plus 2 Children	$679.80
Retiree Plus Spouse & Child/Children	$772.50

The 2015 retirement benefits for employees hired after January 1, 2003 and before January 1, 2013 who chose to remain in the Post-Employment Health/Retiree Medical Plan shall be as set forth in Appendix D.

I. Life and Accidental Death & Dismemberment Insurance - Effective the first month following adoption of this Agreement, the City will maintain Life and AD&D policies which provide a death benefit equal to two (2) times an employee's annual base rate of pay. The City will pay the entire premium for this coverage.

J. Fraternal Order of Police RHS Account – All employees will contribute a 2% of base rate of pay (pre-tax deduction) to the FOP RHS. This 2% is in addition to any other FOP RHS contribution mentioned in the agreement. The City may eliminate this program after notice to the Guild on December 31, 2017 if the City must include this program as a part of medical plan value in the calculation of excise tax under the ACA. The 2% will be returned to employee's base wage.

ARTICLE 18 - PREVAILING RIGHTS

With the exception of express negotiated changes, no employee shall suffer any reduction in wages or loss of working conditions because of the adoption of this Agreement.

ARTICLE 19 - BILL OF RIGHTS

PREAMBLE. All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Richland Police Guild's Bill of Rights". The wide-ranging powers and duties given to the Department and its members on and off duty involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the action of members. These questions

often require investigation by superior officers and/or the Internal Affairs Division. In an effort to insure that these investigations are conducted in a manner, which is conducive to good order and discipline, the following guidelines are promulgated:

Section I - Internal Affairs Investigations

(The procedures contained in this section apply only to administrative investigations.) The City recognizes and agrees that employees in positions within the bargaining unit are entitled to all rights and privileges accorded ordinary citizens under applicable provisions of the United States and Washington State Constitutions.

Criminal Conduct Investigations. In the case of a criminal investigation, the employee will be advised of the Miranda rights prior to an interview, and afforded immediate opportunity to obtain legal counsel. Prior to being interviewed, the suspect employee will be advised (a) that they are being questioned related to a criminal investigation, (b) that they are free to leave and (c) that refusal to answer any questions will not adversely affect the suspect employee's employment. Once such notice is given, any Guild representative shall not participate in the interview. Invocation of any constitutional or statutory rights shall not be regarded as failure to cooperate in the internal investigation. All aspects of the criminal investigation shall be subject to rules of discovery in a criminal case.

A. Advanced Notice. Prior to being interviewed regarding an administrative investigation for any reason, which could lead to disciplinary action against any employee, an employee, with a copy to the Guild, shall be:

1. Informed, in writing, of the nature of the investigation and whether the employee is a witness or a suspect, if and when known; informed of other information necessary to reasonably apprise him or her of the nature of the allegations of the complaint.

2. The employee shall also be advised in writing of their right to have union representation present during any interview. The employee shall be afforded an opportunity and facilities to contact and consult privately with a representative of the Guild or Guild attorney.

3. Whenever delay in conducting the interview will not jeopardize the successful accomplishment of the investigation or when criminal culpability is not at issue, advance notice shall be given the subject officer not less than forty eight (48) hours before the initial interview commences or written reports are required from the officer. A witness officer shall be given the opportunity to consult with a Guild representative prior to an interview; however such opportunity shall not unreasonably delay the interview.

B. Internal Investigations Interview Safeguards

1. In all administrative investigations, the employee will be advised:

(a) That possible disciplinary action, up to and including termination of employment, may take place as a result of the investigation.

(b) That a failure to fully cooperate by truthfully answering all questions specifically and directly related to the matter under investigation and/or by providing investigators with all potentially relevant information, will result in disciplinary action which may include termination of employment.

(c) That the employee has the right to name witnesses to be interviewed by the investigating officer.

2. Any interview of an employee shall be when the employee is on duty unless the seriousness of the investigation dictates otherwise.

3. Interviews shall take place at a Richland Police Station facility, or elsewhere if mutually agreed, unless the emergency of the situation necessitates otherwise.

4. The employee may have a Guild representative present at the interview.

5. The employee being interviewed shall be informed of the name, rank and command of the officer in charge of the investigation, the interviewing officer, and all other persons present during the interview.

6. Interviews shall be done under circumstances devoid of intimidation or coercion and shall not otherwise violate the officer's Constitutional Rights. The employee shall not be subjected to abusive language. No promise of reward shall be made as an inducement to answer questions.

7. Interviews shall not be overly long. The employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, telephone calls, and rest periods, with one ten (10) minute intermission every hour, if he requests.

8. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the subject investigation.

9. Administrative interviews (following issuance of a formal notice of such interview) shall be electronically recorded absent objection by the subject employee, and the employee, upon request, shall be provided with a copy of the electronic recording of the interview. If the employee refuses to be recorded, the interviewer's notes will be the record of the interview.

10. Interviews and investigations shall be concluded with no unreasonable delay.

C. Disposition of an investigation

Upon completion of an internal investigation, the investigating officer shall turn over the complete report to the Chief of Police.

The Chief of Police will make a final determination for the disposition of the investigation. Dispositions may be classified into one of the following categories:

1. Unfounded: The complaint was false or not factual.

2. Non-sustained: There is insufficient evidence to either prove or disprove the allegation.

3. Exonerated: the alleged conduct occurred but was lawful and proper.

4. Sustained: The allegation is supported by sufficient evidence.

5. Other Misconduct: The evidence supports a finding of violations other than those alleged in the original complaint.

D. Employee Untruthfulness

If, during the course of an investigation on a complaint made against an employee, it is suspected that an employee was untruthful or dishonest during the investigation, a totally separate investigation will be conducted. A disposition will be reached on the initial complaint, and a disposition will be reached on the complaint of employee untruthfulness or dishonesty. Discipline may be administered for each separate investigative disposition.

E. When the Investigation Results in Charges Being Filed

1. The employee, upon request, will be furnished with a copy of the summary report of the internal investigation which will contain all material facts of the matter.

2. The employee will be furnished with the names of all witnesses and complainants who will appear against them and/or whose statements will be used against them.

3. The labor representative shall be provided any and all material that the union is entitled to under State law.

F. When Disciplinary Action Results.

1. When the investigation results in a determination of a sustained complaint

and disciplinary action, only the findings and the disciplinary order may be placed both in the Personnel Department and Police Department's personnel files.

Section II - Political Activity

Except when on-duty or when acting in his or her official capacity, no officer shall be prohibited from engaging in political activity.

Section III - Lie Detector Tests

No officer shall be required to take any lie detector or similar tests as a condition of continued employment. Polygraph evidence shall not be admitted in any disciplinary proceeding except through stipulation of the parties to that proceeding.

Section IV - Personnel Records

A. Location and Employee Review Rights. The City shall maintain personnel records in the Personnel Office for the proper administration of the City's classification plan. Upon request, each employee shall have the right, with reasonable notice to the City, to review their personnel file during normal working hours. The employee may have a copy of any information in the personnel file, however, the City reserves the right to charge a duplication cost. The fees for duplication shall be set by the Finance Department but such fees shall not be unreasonable.

B. Signing. Each employee shall read and sign any derogatory or critical material that is placed in their personnel file, including merit ratings, evaluations, written reprimands, demotions, suspensions or discharges. Signing acknowledges receipt of such documents. Material of a derogatory or critical nature signed by the employee shall bear the following statement next to the signature line: "Signing Acknowledges Receipt."

C. Removal and Rebuttal. At the discretion of the Chief, and after written petition by the employee, critical material may be removed from the employee's personnel file. The decision of the Chief not to remove material from the file shall not be grievable. Employees shall have the right to submit rebuttal material to any critical material contained in their personnel file.

Section V - Performance Evaluation

While performance evaluations are not grievable, it is understood that the Guild representative may consult with the rating officer concerning a challenged non-probationary evaluation report.

ARTICLE 20 - GRIEVANCE PROCEDURE

A. A "grievance" means a claim or dispute by an employee or group of employees or the Guild itself with respect to the interpretation or application of the provisions of this Agreement.

B. Actions submitted to the Personnel Board shall not be considered grievances and subject to the Grievance procedure, and vice versa. Grievances, as herein defined, shall be processed in the following manner:

Step 1: An employee or a group of employees who consider they have a grievance may present such a grievance within fourteen (14) calendar days of when such matter comes to the attention or should have come to the attention of the employee to the employee's supervisor who shall attempt to resolve it within seven (7) calendar days after it is presented to them.

Step 2: If the employee or employees are not satisfied with the solution by the immediate supervisor, the grievance shall be reduced to writing stating the nature of the grievance, the Article and Section violated, the facts of the matter and the remedy sought and signed by the employee. This shall be presented to the Police Chief within fourteen (14) calendar days of the supervisor's response, who shall attempt to resolve it within seven (7) calendar days after it has been presented to them.

Step 3: If the employee or employees are not satisfied with the solution by the Police Chief, the grievance, in writing, together with all other pertinent materials, may be presented to the City Manager by the employee or Guild representative within fourteen (14) calendar days of receipt of the Police Chief's response. The City Manager shall respond to the grievance in writing within fourteen (14) calendar days of his or her receipt of the grievance.

Step 4: If the grievance is not settled in accordance with the foregoing procedure, the Guild may refer the grievance to arbitration within seven (7) calendar days after receipt of the City Manager's answer in Step 3. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said seven (7) calendar day period, either party may request the American Arbitration Association (AAA) to submit a list of arbitrators according to the procedures of the AAA.

C. The arbitrator shall render their decision based on the interpretation and application of the provisions of the Agreement within thirty (30) calendar days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the City which is beyond its legal jurisdiction. The expenses of the arbitration shall be borne equally by the parties hereto. Each party shall be responsible for its own costs incurred,

including witnesses and attorney's fees.

D. Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

E. None of the foregoing is intended to mean that the Guild itself cannot lodge a grievance and process the same through the various steps to arbitration in accordance with and subject to the provisions hereof. The right of the Guild to so lodge and process a grievance is expressly confirmed. No settlement of a grievance with any employee shall be contrary to the terms of this Agreement or involve mandatory subjects of bargaining.

ARTICLE 21 - MANUAL OF RULES AND PROCEDURES

The City agrees to furnish each employee of the bargaining unit with a copy of the Manual of Rules and Procedures.

ARTICLE 22 - SENIORITY

A. Seniority shall be defined as follows:

1. Total length of continuous service within a job classification.

2. Total length of continuous service with the City.

B. The City will provide the Guild with copies of the Seniority List each year, and post the list on the bulletin board provided by the City for Guild notices.

C. Preference in vacation scheduling and extra days off shall be given to the employees by seniority within their rank and shift in the Department.

D. An employee shall lose all seniority in the event of termination.

ARTICLE 23 - LAYOFF AND RECALL

A. Layoff. An employee may be laid off for lack of work, lack of funding or reorganization. An employee who is to be laid off will be given at least thirty (30) calendar days notice in advance of the actual layoff date. The City reserves the right to place laid off employees on paid administrative leave during the notice period. Employees shall be laid off in the inverse order of seniority within their classification. The City may take an exception from laying off the employee with the least seniority and lay off an employee with more seniority only if the City can show that the performance of the least senior was substantially superior to the more senior employee as reflected by the employee's performance evaluations. Employees subject to layoff shall be eligible to bump less senior employees from

classifications the more senior employees previously held as a regular position.

B. Recall. Employees laid off shall be retained on a recall list for not less than twenty-four (24) months following their layoff during which time the City may not hire any new employees into a classification in which layoffs occurred until all employees on Recall status have had the opportunity to return. If openings arise, all recall status employees shall be so notified by registered mail to the employee's last known address. If the employee wishes to accept the opening, the employee shall so notify the City within fifteen (15) days. Any position for which multiple responses are received shall be given to the employee who was most recently laid off.

ARTICLE 24 - SICK LEAVE

A. LEOFF I Sick Leave Allowance. At the time of twenty (20) or more years regular service retirement, the employee shall receive payment from the City for 25% of the employee's sick leave accrued prior to January 1, 1975. Except as the situation may be altered by the provisions of this Article, each employee shall have eighty (80) hours available at any given time for bona fide sick leave; provided, that after January 1, 1975, sick leave shall no longer accrue, but shall be available as herein provided.

B. LEOFF I Disability Coverage. In the event that an officer covered by LEOFF I suffers an injury or illness which causes him or her to miss work in excess of eighty (80) hours, then the officer will immediately make application to the appropriate pension disability board in order to obtain any benefits to which the employee may be entitled. Officers who make timely applications to the pension disabilities board shall not suffer a loss of paid sick time due to the eighty (80) hour maximum set forth in Section A above if those delays are encountered by processing the employee's timely disability benefit request, as long as those delays are not due to the accident or omission of the employee, and said employee shall be granted sick leave time as may be required in order to have the disability board obtain and process any documentation necessary to complete the application. The employee will cooperate fully with the City and the disability board in getting and filling out all applications and submitting to whatever medical exams may be necessary or required.

C. LEOFF II Sick Leave Accrual and Use. All regular and probationary LEOFF II officers shall accrue sick leave at a rate of eight (8) hours per month. Sick leave may be used for all periods of actual illness, injury, or disability. Temporary, provisional, and intermittent employees are not eligible for sick leave accrual or use. Regular part-time employees shall accrue sick leave at a rate proportionate to their hours worked.

D. LEOFF II Sick Leave Cash Out. Effective January 1, 2007, the City shall cash out fifty percent (50%) of the employee's accrued and unused sick leave at the

employee's regular rate of pay minus specialty pay upon any service retirement or twenty (20) years of service with the City. This payment shall not exceed sixteen thousand dollars ($16,000).

E. LEOFF II Occupational Disability Allowance. When an employee covered by the LEOFF II Retirement System is disabled as the proximate result of an on-the-job injury as covered by Washington State Worker's Compensation and Industrial Insurance, the City shall compensate the employee for the difference between his or her Worker's Compensation entitlement and his or her regular salary for a period not to exceed six (6) months or the termination of the disability, whichever comes first.

To accomplish this, the City shall pay the employee his or her regular salary for said period and the employee shall receipt to the City all time loss payments received from Worker's Compensation.

F. Effective January 1, 2009, the following sick leave incentive policy will apply. At the end of the last pay period each year, members who have: (1) a sick leave bank with five hundred (500) or more hours; and 2) have used less than forty-eight (48) hours of sick leave during the previous year shall cash in forty (40) hours of sick leave to be deposited in the ICMARC RHS until a mutually agreeable date in 2013, as referenced in Article 17 K, at which time it will be deposited in the FOP RHS. The City shall pay the value of the incentive to each eligible employee effective December 31, 2017 rather than deposit the money into the FOP RHS if the City must include this program as a part of medical plan value in the calculation of excise tax under the ACA.

G. Employees Responsibilities.

1. Notification to City. Employees who have suffered an illness, injury, or disability shall make all efforts to report their absence to the Department Head, immediate supervisor, or designated representative for reasons for the absence. Such notification shall be provided if practicable at least one (1) hour before the beginning of the employee's first scheduled work day. If the illness extends beyond three (3) days, the employee shall provide updates as to his orher conditions on a reasonable periodic basis as requested by the City.

2. Doctor Certification. If the employee's absence extends beyond four (4) working days, the employee may be required by the Department to submit a medical certificate signed by a physician or other qualified healthcare provider stating the kind or nature of the sickness, injury, or disability that has rendered the employee unfit for duty.

ARTICLE 25 - MISCELLANEOUS LEAVES

A. Bereavement and Emergency Leave. Eligible employees may be granted a leave of absence with pay up to a maximum of forty hours (40) in a calendar year for the purpose of attending the funeral of an immediate family member or for the purpose of providing care for a member of the employee's immediate family who is ill. For the purposes of this subsection, the following definitions will apply:

1. Eligible employee - regular full-time and regular part-time (leave is proportionate to hours worked); probationary status.

2. The employee must be scheduled to be at work at the time of the requested leave.

3. Immediate family defined as employee's spouse, son, daughter (include in-laws), brother, sister (includes in-laws), parents and parents-in-law, grandparents, grandchildren.

B. Leave to Attend Funerals of City Employees. Except for temporary and provisional employees, all city employees may be allowed to take time off necessary with pay at the discretion of the supervisor to attend a funeral of a city employee.

C. Jury Duty and Witness Service. An employee who is called for jury duty or is subpoenaed as a witness in a case to which the employee is not a party, shall be paid during the absence on account of the jury or witness service, provided said employee turns over compensation received less mileage reimbursements.

D. Military Leave. Shall be governed by applicable State and Federal law.

E. Family and Medical Leave. Employees will be allowed to use their paid leave in accordance with the Family Care Rules (WAC-296-130).

Employees will be allowed up to twelve (12) weeks of leave in accordance with the Family and Medical Leave Act.

The provisions of this section are not intended to expand upon the applicable state or federal laws.

F. Leave of Absence Without Pay.

1. Excluding temporary and provisional employees, a deputy city manager and/or department director may grant a leave of absence without pay up to thirty (30) calendar days.

2. Except for temporary and provisional employees, the city manager

may authorize an unpaid leave of absence up to a maximum of one (1) year. Leave necessitated by service with the U. S. Armed Forces shall, pursuant to RMC 2.28.885, be extended for the full period of such service. Failure of an employee to report for work at the expiration of a leave of absence shall be regarded as a voluntary resignation, provided that an employee serving in the armed forces shall report for work within three (3) months of separation from the service.

3. In the event of injury of illness, the appointing authority may require that the employee submit a certification from the attending physician or a designated physician indicating the nature of the illness or injury with a prognosis for recovery.

ARTICLE 26 - EDUCATION INCENTIVE PROGRAM

The purpose of this program is to provide incentive for police officers who are members of the bargaining unit serving in the Richland Police Department to seek additional education in order to meet the ever-changing needs and demands placed upon a police department.

A. This program is based on college degrees within the police field. Educational incentive is paid for study in job related fields of Police Science and Law Enforcement, Political Science, Sociology, Psychology, Community Service, Business Administration, Public Administration, or other job related fields mutually agreed upon as being related. Subjects not related directly to the police field but part of the requirements or electives towards a degree shall be counted as a part of this program.

B. Any police officer who is a member of the bargaining unit having acquired a degree in the police field from either a two (2) year or a four (4) year accredited college shall present their diploma and college transcript to the Human Resources office prior to becoming eligible for credit under this program.

C. As a prerequisite for qualification to this top step under this incentive program, the officer who is a member of the bargaining unit must first present a copy of their college degree from an accredited college and provide evidence that their major was in one of the police fields as outlined in Article 25(A) above.

D. The following education incentive pay will be available under this program and will be added to the base rate of pay and assignment pay, and treated as part of, the employee's regular rate of pay:

DEGREE	INCENTIVE
AA/AS	5.0%
BA/BS	10.0%

Education incentive pay ceases after twenty (20) years of service (including longevity service) in the bargaining unit.

E. All officers of the Richland Police Department who are members of the bargaining unit are eligible to take part in the incentive program.

F. The following rules will apply for tuition reimbursement for members of the bargaining unit:

1. If the City orders an officer to take a course, City will pay all of the tuition for the course.

2. Once each calendar year an officer may request the City to pay for (fifty percent) 50% of the tuition for a class if the class will enhance the officer's ability to perform his or her duties. If registration for a class causes the employee to pay the same amount of money as a minimum fee which the employee would pay for multiple classes, then the employee may take as many classes as the employee can sign up for at the same price as one class, if all the classes are approved by the City. If the officer and the Police Chief, or the Police Chief's designee, end up not agreeing as to whether or not the requested course will enhance the officer's ability as a police officer, or if the City can find a less expensive course which will provide substantially the same instruction and the officer disagrees with the City's decision, then that issue will be appealed to the Human Resources Director, whose decision in the area will be final and will not be grievable.

ARTICLE 27 - SPECIALTY TEAMS SELECTION PROCESS

Specialty team selection, assignment and retention shall be governed by the Policy and Procedure Manual and alleged violations of relevant sections shall be subject to the grievance procedure. Any significant changes to the specialty team selection section of the Policy and Procedure Manual shall be subject to the bargaining process.

Training and Equipment for Specialty Units - Subject to available funds, the department will provide equipment and necessary training required by each specific specialty unit.

ARTICLE 28 - NO SMOKING POLICY

The City's no smoking ordinance is incorporated herein by this reference. Smoking and the use of tobacco-related products is prohibited in accordance with Ordinance No. 26-91, Richland Municipal Code 2.58, Smoking and the use of tobacco-related products in the work environment. Employees shall comply with the terms and conditions of the ordinance.

ARTICLE 29 - ENTIRE AGREEMENT

The Agreement and all of its articles and/or Appendices constitutes the entire Agreement between the parties and no oral statement shall add to nor supersede any of its provisions. Each party to this Agreement agrees that it has had the unlimited right to make proposals that are proper subjects of bargaining and waives the right to oblige the other party to negotiate any matters to become effective until the expiration of this Agreement.

ARTICLE 30 - SAVINGS CLAUSE

If any provision of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance or enforcement of any provision should be restrained by such tribunal pending a final determination of its validity, the remainder of this Agreement shall not be held invalid and will remain in full force and effect. Either party may thereafter require the other party to enter into collective bargaining regarding any provision thus affected.

ARTICLE 31 - COLLABORATIVE MEETINGS

At least every two months, representatives of the Guild and the Police Services Department shall meet collaboratively to discuss issues of importance to either party. The purpose of the meetings shall be to increase communication between the parties about issues of concern and to reach solutions in an informal environment. In advance of each meeting, each party shall submit a list of the issues which it wishes to discuss at the meeting. Each December, the Guild President and the Chief of Police or his/her designee shall develop an annual schedule for the collaborative meetings.

If an employee or the Guild has an issue which could be the subject of a grievance, the employee or the Guild shall have the option of submitting the issue in writing to the next collaborative meeting. If such an issue is submitted to the next collaborative meeting, any time limits in the grievance procedure shall be held temporarily in abeyance from the date the issue is submitted to the meeting until 10 days after the conclusion of the meeting.

Nothing in this article shall prevent the parties from reaching solutions to any issue submitted to a collaborative meeting prior to the date of the meeting.

Collaborative meetings are not a replacement for the collective bargaining process.

ARTICLE 32 – PHYSICAL FITNESS PROGRAM

One of the goals of the City and Department is to encourage good physical fitness. With that goal in mind, the parties have agreed to institute a program through a Letter of Understanding (see Appendix D).

ARTICLE 33 - DURATION OF AGREEMENT

A. This Agreement shall be effective on the date signed by the last party and remain in full force and effect until December 31, 2017, unless extended by mutual Agreement of the parties.

B. During the time of negotiations for a successor Agreement, the current Agreement will remain in full force and effect or until it is cancelled by either party upon ten (10) days written notice to the other party.

The parties hereto have caused this Agreement to be executed this 18th day of August, 2015.

CITY OF RICHLAND, WA

8/31/15

CYNTHIA D. REENTS — Date
City Manager

8/18/15

CATHLEEN KOCH — Date
Administrative Services Director

8/31/15

CHRIS SKINNER — Date
Police Services Director

8/18/15

ALLISON JUBB — Date
Human Resources Director

ATTEST TO:

8/31/15

City Clerk — Date

APPROVED AS TO FORM:

8/27/15

HEATHER KINTZLEY — Date
City Attorney

RICHLAND POLICE GUILD

9/1/15

ERIC EDWARDS — Date
President, Richland Police Guild

9/1/15

Eric Edwards — Date
Police Guild Bargaining Team

09-01-15

Jason Couch — Date
Police Guild Bargaining Team

APPENDIX "A"

Classification & Wages

2014

2014		1 Year	1 Year	6 months	
		STEP A	STEP C	STEP E	STEP F
POLICE OFFICER		$32.69	$34.40	$36.13	$37.07
POLICE CORPORAL				$38.86	$39.66
POLICE SERGEANT				$41.77	$42.63

2015

Effective the first day of the 2015 payroll year (December 29, 2014) the 2014 wage schedule shall be increased by 2.50% for Guild members who are employees of the City as of the latest date of contract signing by either of the parties, whichever is last:

2015		1 Year	1 Year	6 months	
		STEP A	STEP C	STEP E	STEP F
		2.5%	2.5%	2.5%	2.5%
POLICE OFFICER		$33.51	$35.26	$37.03	$38.00
POLICE CORPORAL				$39.83	$40.65
POLICE SERGEANT				$42.81	$43.70

Effective the first day of the 2016 payroll year (December 28, 2015) the 2015 wage schedule shall be increased by 2.50%:

2016

2016		1 Year	1 Year	6 months	
		STEP A	STEP C	STEP E	STEP F
		2.5%	2.5%	2.5%	2.5%
POLICE OFFICER		$34.35	$36.14	$37.96	$38.95
POLICE CORPORAL				$40.83	$41.67
POLICE SERGEANT				$43.88	$44.79

2017

Effective the first day of the 2017 payroll year (December 26, 2016) the 2016 wage schedule shall be increased by 2.50%:

2017		1 Year	1 Year	6 months	
		STEP A	STEP C	STEP E	STEP F
		2.5%	2.5%	2.5%	2.5%
POLICE OFFICER		$35.21	$37.04	$38.91	$39.92
POLICE CORPORAL				$41.85	$42.71
POLICE SERGEANT				$44.98	$45.91

APPENDIX "B"

PTO/VACATION DONATION TRANSFER FORM

TO BE COMPLETED BY EMPLOYEE WISHING TO DONATE PTO/VACATION:

Information for Employee Requesting Donated PTO/Vacation

Name: _____ Employee Number: _____

Title: _____ Department/Division: _____

Information for Employee Donating PTO/Vacation

Name: _____ Employee Number: _____

Title: _____ Department/Division: _____

Current PTO/Vacation Balance (hours): _____

Donation/Transfer Request (not to exceed 100 hours): _____

Balance After Transfer (hours – must be at least 200 PTO/100 Vacation): _____

I hereby request that the above PTO/Vacation hours be transferred and understand that my PTO/Vacation accruals will be reduced by the number of hours indicated above.

Employee Signature: _____ Date: _____

TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT:

Date Request Received: _____

(Hours transferred _____ multiplied by donating employee's hourly rate $_____) divided by the hourly rate of the requesting employee $_____ Equals the Total Hours Transferred _____.

☐ Approved ☐ Denied

_____ _____

Human Resources Director or designated representative Date

cc: Personnel File

APPENDIX "C"

POST EMPLOYMENT / RETIREE MEDICAL PLAN & RETIREMENT HEALTH SAVINGS (RHS) MODIFICATIONS

NEW EMPLOYEES hired on or after January 1, 2013 will not be eligible for the Post Employment / Retiree Medical Plan. The following rules shall apply:

1. City will contribute 1% of the employee's base rate of pay to a Retirement Health Savings (RHS) Account in lieu of eligibility in the Post Employment / Retiree Medical Plan.

2. Employee will contribute 1% of his/her base rate of pay to a RHS Account in lieu of eligibility in the Post Employment / Retiree Medical Plan.

3. For all other contributions to a RHS Account, Article 17, Section K. and Article 24, Section F. shall apply.

EXISTING EMPLOYEES hired before January 1, 2013, will had a choice to Opt-Out of eligibility for the Post Employment / Retiree Medical Plan during Open Enrollment 2012 (to be effective January 2013) or Open Enrollment 2013 (to be effective January 2014).

For existing employees who chose to remain eligible for the Post Employment / Retiree Medical Plan:

1. City continues to contribute 1% of the employee's base rate of pay to the Post Employment / Retiree Medical Plan to maintain proper funding.

2. For all other contributions to a RHS Account, Article 17, Section K and Article 24, Section F shall apply.

For existing employees who chose to Opt-Out of the Post Employment / Retiree Medical Plan in either December 2012 (to be effective January 2013) or December 2013 (to be effective January 2014):

1. An Opt-Out contribution at the employee's base rate of pay and based on years of service after January 1, 2013 is made to a RHS Account.

2. City contributes 1% of the employee's base rate of pay to a RHS Account.

3. For all other contributions to a RHS Account, Article 17, Section K. and Article 24, Section F. shall apply.

In all cases, if the City must include the RHS account and/or this program as part of medical plan value in the calculation of excise tax under the ACA, the associated funds shall be redirected to the employee's base wage as identified in this Agreement.

APPENDIX "D"

Letter of Understanding between the City of Richland and the Richland Police Guild

PHYSICAL FITNESS PROGRAM

This Letter of Understanding (LOU) is between the City of Richland Management (City) and the Richland Police Guild (Guild) who are parties to a collective bargaining agreement. (CBA)

The City is very encouraged by the Guild's interest in promoting the physical fitness of their Membership. This focus area by the Guild matches the City's desire to enhance the "wellness" of all employees as part of City-wide health initiatives. Thus, the City wants to partner with the Guild in this effort to improve and maintain the physical well-being of its Police Officers and this initiative fits that goal perfectly. Therefore:

Whereas, one of the goals of the City and Guild discussed during bargaining is to encourage good physical fitness; and

Whereas, the parties desire to enter into a Physical Fitness Program that promotes the physical fitness and capability of Guild members; and

NOW, THEREFORE, the parties agree that the following procedures governing exercise on duty shall be as follows:

1. Exercise on duty shall be at a City owned exercise facility to help improve overall fitness and health of Guild Members.

2. Employees must coordinate and seek approval from their Division Commander or designee prior to scheduling workouts on duty to assure that exercise on duty does not have a negative impact on the work shift schedules.

3. A Division Commander or designee may allow an employee to workout at their discretion, subject to the Department's operational, scheduling and record keeping requirements.

4. Employees assigned to patrol may be allowed up to a total of six (6) hours of work out time in their 80 hour work set as set forth in Art. 9, Sec. B. of the collective bargaining agreement between the City and the Guild.

5. All employees in non-patrol assignments may be allowed up to three (3) hours work out time during their forty (40) hour work week as set forth in the collective bargaining agreement between the City and the Guild.

6. In no circumstance shall an employee work out more than one (1) and one-half (1/2) hour in any workday.

7. When considering a request to workout, supervisors and employees will consider Department staffing levels, workloads, location of the workout, ability of the employee to respond to calls in emergencies and an employee's work performance.

8. If a Division Commander or designee is faced with competing requests to workout they should consider the amount of time each employee has worked out during the work week and then the employee's seniority.

9. This LOU shall be effective immediately.

Agreed to this 18th day of August, 2015.

For the City:

8/31/15

Cynthia D. Reents — Date
City Manager

8/31/15

Chris Skinner — Date
Police Services Director

For the Guild:

9/1/15

Eric Edwards — Date
Guild President

9/1/15

ALLEN JENKINS — Date
Guild Vice President