

AGREEMENT BETWEEN
THE CITY OF RICHLAND,
WASHINGTON AND
RICHLAND POLICE PROFESSIONAL
STAFF GUILD
2026-2027

(Date Last Party Signed) through
December 31, 2027

Adopted by Resolution No. 2026-09,
January 20, 2026

Contract # 38-26

Contents

PREAMBLE 3

ARTICLE 1 - DEFINITIONS..... 3

ARTICLE 2- RECOGNITION 3

ARTICLE 3 - GUILD SECURITY 3

ARTICLE 4 - GUILD BUSINESS 4

ARTICLE 5 – SUBSTANCE-FREE WORKPLACE 4

ARTICLE 6 - EMPLOYER RIGHTS AND RESPONSIBILITIES..... 4

ARTICLE 7 - PRODUCTIVITY 5

ARTICLE 8 - PERFORMANCE OF DUTY 6

ARTICLE 9 - HOURS OF WORK 6

ARTICLE 10- WAGES & OTHER COMPENSATION 6

ARTICLE 11 - OVERTIME 7

ARTICLE 12 - CLOTHING AND UNIFORMS 7

ARTICLE 13 - HOLIDAYS 8

ARTICLE 14 – PAID TIME OFF..... 8

ARTICLE 15- PENSIONS.....13

ARTICLE 16- DEFERRED COMPENSATION.....13

ARTICLE 17 – INSURANCE13

ARTICLE 18 - PREVAILING RIGHTS.....15

ARTICLE 19 - EMPLOYEE RIGHTS15

ARTICLE 20 - GRIEVANCE PROCEDURE15

ARTICLE 21 – SENIORITY17

ARTICLE 22 - LAYOFF AND RECALL17

ARTICLE 23 – OCCUPATIONAL DISABILITY ALLOWANCES AND RESTRICTED DUTY17

ARTICLE 24 - MISCELLANEOUS LEAVES.....18

ARTICLE 25 - NO SMOKING POLICY19

ARTICLE 26 - ENTIRE AGREEMENT19

ARTICLE 27 - SAVINGS CLAUSE19

ARTICLE 28 - DURATION OF AGREEMENT19

APPENDIX “A” - CLASSIFICATION & WAGES.....22

PREAMBLE

The provisions contained herein constitute an Agreement between the City of Richland and the Richland Police Professional Staff 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 Professional Staff 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 full-time and regular part-time nonuniformed employees working for the City of Richland Police Department, excluding supervisors, confidential employees, uniformed employees, and all other employees.
- 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 employees are listed in Appendix A.

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. 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. An employee may revoke their authorization for payroll deduction of payments to the Guild by written

notice to the Guild President with a copy to the City. The Employer shall end the deduction no later than the second payroll after the City's receipt of the Guild President's written notice to stop payroll deductions. The Guild agrees to hold harmless and indemnify the City from all liability it incurs from complying with this section.

ARTICLE 4 - GUILD BUSINESS

Guild Representatives – The Guild has the right to appoint up to two (2) representatives from among bargaining unit employees, who have completed their probationary period, covered by this Agreement as it deems necessary. The Guild shall inform the Human Resources Director in writing of the names of the representatives. Only persons so designated will represent the Guild. The Guild shall provide the City with written notice of any change of Union representation.

A Guild representative 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 representatives, 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. The City will release up to two (2) employees as Guild bargaining team representatives to participate in bargaining sessions with the City for a total of 100 hours of union release time for each successor contract bargaining cycle so they do not suffer a loss in pay. Employees will use any accrued PTO for bargaining after the 100 hours of union release time is exhausted. Employees without any accrued PTO will use leave without pay for such activities.

ARTICLE 5 – SUBSTANCE-FREE WORKPLACE

Employees shall be subject to the City Substance-Free Workplace Policy (Non-DOT). Employees shall not be considered as holding safety-sensitive positions for purposes of that policy and shall not be subject to random drug testing of any kind.

ARTICLE 6 - EMPLOYER RIGHTS AND RESPONSIBILITIES

All management rights and functions except those which are clearly and expressly limited in this Agreement shall remain vested exclusively in the City. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

- A. Establish and modify work schedules, assignments, hours, periods and standards, including the amount, necessity and assignment of overtime.
- B. Establish, modify, eliminate, implement, and enforce rules, regulations, and policies, subject to Chapter 41.56 RCW.
- C. Determine the size and characteristics of the workforce. Direct the work force, including the right to hire, promote, demote, transfer, reassign, suspend, discipline or

discharge any employee for just cause (discipline for a probationary employee is not subject to just cause or the grievance procedure).

- D. Determine duties and minimum qualification requirements to be included in any job classification.
- E. Determine the location of any facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, or subdivisions thereof. Determine the layout of buildings and equipment, and materials to be used therein. Determine the size, character, and use of inventories. Determine control and use of City owned or operated property, materials, and equipment.
- F. Determine services to be rendered and frequency thereof.
- G. Determine processes, techniques, methods, and means of performing work.
- H. Determine the administrative organization of the system.
- I. Determine the establishment of quality and quantity standards and the judgment of quality and quantity standards of work required.
- J. Determine internal disciplinary decision-making processes and administration.
- K. Require employees, where necessary, to take in-service training courses during working hours.
- L. Take any necessary action to carry out the mission of the City in cases of an emergency or other extraordinary situation.
- M. Establish professional attire standards and requirements.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

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.

Non-bargaining unit employees can perform bargaining unit work on a temporary basis to meet staffing coverage and the City's operational needs, when there are insufficient bargaining unit employees available to perform the work.

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. 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 workweek is midnight Sunday of the current week and ends on midnight the following Sunday. It is expressly acknowledged that, during the term of this agreement, a temporary alternative duty schedule to provide extra coverage during peak demand times may be implemented based upon a determination of business necessity.
- C. Meal and Rest Periods – Employees will receive a 30-minute paid meal period if they work more than five (5) consecutive hours; employees are expected to be on premises and available to work during their meal period. Employees will receive a 15-minute rest period for every four hours worked.

ARTICLE 10 - WAGES & OTHER COMPENSATION

- A. Wage Adjustments – 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.
 - 1. Effective upon contract ratification: 100% CPI-W, all U.S. cities, April-to-April, 1.5% min. to 3.5% max.
 - 2. Effective on 1/1/2027: 100% CPI-W, all U.S. cities, April-to-April, 1.5% min. to 3.5% max.
- B. Tuition Reimbursement Program – Employees are eligible to apply for tuition reimbursement under City Policy 14.10
- C. New Classifications – The Guild recognizes the City's right to create new job classifications. If the new classification is within Guild's scope of representation, the Guild may open salary impact negotiations for the new classification immediately following the appointment of an employee to the classification.

ARTICLE 11 - OVERTIME

- A. Overtime Pay – Overtime is defined as any hours worked over 40 hours during the work week. Overtime shall be compensated at one and one-half (1½) the employee's regular rate of pay.
- B. Compensatory Time Off – Employees working in non-exempt job classifications may choose between compensation (pay) or compensatory time off (comp time) for overtime worked. Compensatory time will be subject to the following:
 - 1. Comp time is earned at a time and one-half rate.
 - 2. Comp time may be accrued to a maximum of eighty (80) hours.
 - 3. Comp time taken must be done so with supervisory approval, following the normal department time-off request process established by the employee's director, manager or supervisor.
- C. Exceptions to Overtime – To the extent allowed by applicable State or Federal laws, overtime pay shall not be earned as a result of attending training courses. Provided, should the City require a full day of training, then such a day of required training by the City would not be considered an exception to overtime. With two (2) weeks advance notice, the City may alter an employee's schedule so the employee could attend a training without creating overtime liability for the City consistent with the FLSA.
- D. Callback Pay – When a non-exempt employee is called back to duty after completion of their regularly scheduled work hours or is on a day off, the employee shall receive a minimum of one and one-half (1.5) hours at their overtime rate of pay.

ARTICLE 12 - CLOTHING AND UNIFORMS

All employees shall maintain a presentable appearance while on duty. The City will determine uniform appearance, including styles and colors. Uniform items shall remain the property of the City.

All employees will be provided the following uniform items at hire:

| Uniform Item | Quantity |
|---|-----------------|
| Short Sleeve Shirts | 3 |
| Long Sleeve Shirt/Sweater/Light Jacket (or combination) | 3 |
| Long Pants | 3 |
| Soft Shell Outerwear Jacket | 1 |

Employees in the positions of Code Enforcement Officers, Evidence Technicians, Police Quartermasters, and Community Relations Specialists also will be provided the following uniform items at hire:

| Uniform Item | Quantity |
|---------------------|-----------------|
| Heavy Coat | 1 |
| Boots | 1 |

Repair and replacement of uniform items shall be on an “as needed” basis determined by the City. Boots shall be replaced at a minimum of every other calendar year.

ARTICLE 13 - HOLIDAYS

Holidays – Below are the City’s ten (10) designated holidays:

- (1) New Year's Day
- (2) Presidents’ Day
- (3) Memorial Day
- (4) Independence Day
- (5) Labor Day
- (6) Veterans Day
- (7) Thanksgiving Day
- (8) Day after Thanksgiving
- (9) Christmas Eve
- (10) Christmas Day

Regular full-time (40-hour) employees receive a total of eighty (80) hours of Holiday Leave (8 hours per holiday). Holiday Leave for regular part-time employees will be pro-rated according to their budgeted hours per week. To be eligible for holiday pay, an employee must be in a paid status the day before and the day after the holiday.

Holiday work must be pre-approved by the Manager. In addition to receiving any paid holiday leave as referenced above, an employee working on a designated holiday will receive one-and-one-half times pay for all hours worked.

ARTICLE 14 – PAID TIME OFF

The purpose of PTO is to compensate employees for absences due to injury, illness, vacation, and personal business. In addition, the program is designed to provide employees with personal flexibility regarding the use of leave.

The PTO accrual rates are stated below.

Full-time (40-hour) Accrual Rate:

| Years of Continuous Service | Maximum Hours Per Month |
|------------------------------------|--------------------------------|
| 0 months through 6 months | 13.33 hours per month |
| 6 months through 9 years | 20.33 hours per month |
| 10 years through 15 years | 22.33 hours per month |
| 16 years through 20 years | 24.33 hours per month |
| Over 20 years | 26.33 hours per month |

- A. Accumulation Limit – Accumulation of PTO shall be limited to 800 hours. Employees will be responsible for ensuring that they do not exceed the 800-hour limit by December 31st of each year. Any balance in excess of 800 hours will be reduced to 800 hours at that time.
- B. Pro-ration – The accrual rate for regular part-time status is prorated based upon the position’s scheduled (i.e. budgeted) hours.

C. Authorized Uses – Use of PTO is either “Scheduled” or “Unscheduled” as defined below:

1. Scheduled – Obtaining prior approval constitutes scheduled leave. Requests for scheduled PTO must be submitted at least five (5) workdays in advance. Once PTO has been scheduled, it may not be changed except for reasons authorized by the Manager. Depending on the workload of the unit, the Manager may waive all or part of the five (5) workday notice requirement.

Employees may elect to use scheduled PTO for the first three (3) days of absence due to a work-related illness or injury. Such use is not permitted with city disability leave or if state time loss benefits are available for the same time period. In addition, employees may use scheduled PTO for follow-up medical appointments related to an industrial injury, or to off-set differences between state-mandated benefits and regular pay as outlined herein under Disability Leave.

2. Unscheduled – An employee who is unable to report to work due to an unscheduled absence must contact their Manager in accordance with department/division procedure, or absent such procedure, within two (2) hours of the beginning of their scheduled work shift or as soon as reasonably practicable. Use of PTO for unexcused absences does not indicate approval of the absence itself.

Unscheduled uses of PTO must be compelling and of an emergent/urgent nature. Preventative health and dental appointments are not considered unscheduled and must be requested in advance in accordance with the provisions for scheduled uses above, unless eligible for State Sick Leave under Paid Sick Leave Policy No. 1340.

With the exception of protected medical leaves approved by Human Resources (Family Medical Leave Act, ADA accommodation, etc.), excessive unscheduled use of PTO may be a basis for consideration in performance evaluations and/or disciplinary action.

Prior to submitting time in the time entry system, an employee, if requested, must provide his or her Manager with satisfactory explanation/documentation as to the nature and extent of unscheduled PTO uses. However, an employee on approved FMLA need only identify an absence to their Manager as associated with the approved FMLA, and it must be noted as such in the time entry system.

The employee must inform the Manager or Human Resources when a condition of the employee or qualified family member may result in the need for medical leave. The employee is not required to report the specific nature of the condition to the Manager but must follow the requirements of the City’s family leave policy in order to receive the protections of that policy.

Below are eligible unscheduled uses:

- i. Personal Sick – Unscheduled PTO is available for employees who need to take leave for personal illness or non-work-related physical disability.
- ii. Family Sick – Unscheduled PTO is available when employees are required to provide temporary assistance in situations where injury or illness of an immediate family member prevents them from coming to work. Immediate family members include spouse, registered domestic partner; child (includes step, adopted, biological, or adult child); parent (includes step, adoptive or biological); grandchild (includes step, adopted or biological); guardian or grandparent; sibling (step, biological, or adopted); or in-laws (includes parent-in-law, son-in-law and daughter-in-law) or any person permanently residing with the employee with an immediate familial relationship. It does not include uncle, aunt, niece, nephew, or cousin.

- D. Optional PTO Cash-out – Regular full-time and regular part-time employees may cash-out a minimum of forty (40) hours and maximum of eighty (80) hours of PTO per calendar year. The City Manager may override this limit based on exceptional circumstances, anticipated workload, and the needs of the City.

The employee must have at least 200 hours of PTO remaining in their accrued leave bank after cash-out.

Approved requests for cash-outs must be submitted as a part of the regular payroll with written approval from the Manager.

Employees are responsible for any tax implications of such a cash-out.

- E. Optional PTO Buy-out (Transfer) to ICMA-RC 457 Deferred Compensation Plan – Regular full-time and regular part-time employees may buy-out/transfer an additional forty (40) to eighty (80) hours of PTO per year for purposes of funding the 457 Deferred Compensation Plan.

The employee must have at least 200 hours of PTO remaining in their accrued leave bank after buy-out/transfer.

Approved requests for buy-outs/transfers must be submitted as a part of the regular payroll with written approval from the Manager.

- F. Mandatory PTO Buy-Out (Transfer) to Retirement Health Savings (RHS) Plan – Effective the second payroll of each payroll year, regular full-time (40 hour) employees with current balances (PTO/State Sick Leave combined) as listed below will have an annual PTO buy-out/ transfer to the employee's RHS Account. This buy-out/ transfer will be automatically processed by Payroll.

20-hours for employees with an accrued PTO balance of 400-599 hours

40-hours for employees with an accrued PTO balance of 600-800 hours

All PTO cash-outs and buy-outs/ transfers will be made at the employee's base straight time hourly rate of pay.

PTO cash-outs and buy-outs/transfers must not exceed one-hundred-and-sixty (160) hours total. The Mandatory PTO Buy-Out/Transfer to the RHS Plan are included in this total. The employee must have taken at least eighty (80) hours of scheduled PTO in the twelve (12) months preceding submittal of a PTO cash-out and/or buy-out/transfer for more than eighty (80) hours. The Mandatory PTO Buy-Out/ Transfer to the RHS Plan does not require the employee to meet this condition.

- G. Pay-Off Upon Termination – Employees who have successfully completed their initial probationary period shall be cashed out accrued PTO up to 800 hours. The cash-out shall be processed with the employee's final paycheck at the employee's straight time base rate of pay. Employees who have not successfully completed their initial probationary period shall not be cashed out accrued PTO upon separation of employment. Employees who have completed their initial probationary period and are subsequently subject to a new probationary period due to promotion or other circumstance shall be cashed out accrued PTO as stated above, without the need to complete the additional probationary period.
- H. Donation and Transfer of Paid Time Off - Employees are allowed to donate PTO to co-workers facing personal emergencies who have exhausted all accrued leave.

An employee is eligible for Donated Leave when: 1) they have suffered an extraordinary injury or illness (from other than a work-related cause) which exceeds sixty (60) calendar days in duration and have exhausted all other 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 240 hours of Donated Leave for any one (1) incident or illness and may not request Donated Leave more than one (1) time in any concurrent five (5) year period.

The leave recipient must pay the employee portion of insurance premiums while using Donated Leave and will not accrue PTO or ESL while using Donated Leave.

An eligible employee requiring use of Donated Leave shall notify Human Resources in writing that the use of donated leave is required, explaining and providing written documentation as to the circumstances.

Human Resources is responsible for processing and approving the request and for generating an organizational wide notification.

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

1. A PTO balance of at least 200 hours is maintained after the transfer, and employees may not donate more than 100 hours per year of their PTO balance.
2. PTO 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. Only the amount of PTO needed by the recipient will be transferred, each time payroll is processed, until all donations have been exhausted.

I. Extended Sick Leave (ESL) – The purpose of ESL is to compensate regular full-time and regular part-time employees for long-term illness/injury or for grieving and bereavement purposes for a qualifying family member.

1. The ESL accrual rates are stated below:

i. Regular full-time (40 hour) employees – Employees subject to a probationary period begin accruing ESL at a rate of four (4) hours per month after the probationary period has been successfully completed. Upon successful completion of probationary period, employees will be credited with ESL accrued back to their hire or eligibility date.

ii. Regular part-time employees – Employees subject to a probationary period begin accruing ESL at a prorated rate based on the position's budgeted hours after the probationary period has been successfully completed. Upon successful completion of probationary period, employees will be credited with prorated ESL accrued back to hire or eligibility date.

2. Accumulation Limit – Accumulations of ESL shall be limited to 800 hours.

3. Authorized Uses – ESL is available when employees are required to provide long-term assistance in situations where injury or illness of self or an immediate family member prevents them from coming to work. Immediate family members include spouse, registered domestic partner; child (includes step, adopted, biological, or adult child); parent (includes step, adoptive or biological); grandchild (includes step, adopted or biological); guardian or grandparent; sibling (step, biological or adopted); or in-laws (includes parent-in-law, son-in-law and daughter-in-law) or any person permanently residing with the employee with an immediate familial relationship. It does not include uncle, aunt, niece, nephew or cousin.

This leave is only available once the employee has been on approved leave (for illness/injury) for two (2) continuous regularly scheduled weeks. ESL may be used retroactively if the condition persists for over two (2) continuous regularly scheduled weeks and PTO was originally requested.

When an employee returns from an approved leave which has triggered ESL use, the employee may continue to use ESL for subsequent intermittent absences related to the same illness or injury if the originating leave pertained to an immediate family member. If the originating leave's ESL use pertained to the employee's condition, the employee must use PTO for subsequent intermittent absences.

4. ESL for Bereavement – Regular full-time (40 hour) employees are authorized to use ESL for up to forty (40) hours for bereavement purposes (immediate family as defined above) per occurrence. ESL for bereavement purposes must

be used in whole day increments.

5. Regular part-time employees are authorized to use ESL on a prorated basis based on budgeted hours per week for bereavement purposes (immediate family as defined above) per occurrence. ESL for bereavement purposes must be used in whole day increments.
6. Additional time off using PTO may be requested.
7. ESL Upon Termination – There is no cash-out available for ESL upon termination or retirement.
8. Donation of ESL – ESL cannot be donated.

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 City's 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 contribute 4.0% of the employee's gross wage into the City's 457 plan. The employee must contribute at least 2% to obtain the City contribution of 4.0%.

ARTICLE 17 – INSURANCE

- A. The City sponsored Preferred Provider Organization (PPO) Plan, also referred to as "OAP1", provides medical coverage ("medical coverage" includes imbedded prescription coverage) and a separate PPO dental coverage for regular full-time employees and their eligible dependents. Under federal healthcare initiatives, regular full-time employees are defined as those employees working thirty-five (35) hours or more per week.

The medical, dental, and vision benefits shall remain unchanged for the duration of the Agreement, except as noted in this Article as may be required by federal healthcare legislation. Thereafter, for the duration of the Agreement, any subsequent changes to the Plans shall be negotiated.

Employee Medical Premium Share Contributions by Tier

| | |
|---|-----|
| Employee Only | 12% |
| Employee & Spouse | 12% |
| Employee & Child/Children | 12% |
| Employee, Spouse & Child/Children (Family Tier) | 12% |

For temporary and other employees defined as eligible for healthcare benefits under federal healthcare initiatives, other than those defined as regular, full-time, the City shall provide Essential Plan medical and dental eligibility. The City shall define the Essential Plan and the rates. The employee may opt out of employee and dependent coverage. The employee and the City each shall pay fifty percent (50%) of the employee and the child or children medical and/or dental premiums. The employee shall pay one hundred percent (100%) of the spouse premium, if elected.

The employee's medical insurance contribution will be split equally and deducted from the first (2) paychecks of each month.

Excise tax reopener: If, during the life of the Agreement, or any holdover period required by the collective bargaining statutes, it is determined through good faith professional healthcare actuarial and legal guidance that a federal excise tax must be imposed 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 Agreement relating to this Article and the economic provisions of the Agreement may be opened for negotiations. The parties will negotiate in good faith to avoid incurring any federal excise tax liability imposed on the City pursuant to a federal healthcare initiative. The intent of the negotiations is to assure that the bargaining unit receives all compensation for which it bargained and to avoid the incurring of any federal excise tax liability imposed on the City under a federal healthcare initiative; any decrease in health benefits shall be recaptured elsewhere in other economic benefits of the Agreement.

- 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. The City pays the full cost of the Dental PPO Plan.
- C. Vision Plan – The City's health care package also includes a vision plan for the employee and his or her eligible dependents. This plan has a separate enrollment election from the medical plan. The City pays the full cost of the Vision Plan.
- D. Prescription Plan – The City's health care package includes a prescription plan which is imbedded in the Medical plan (referred to as the Medical Plan).
- 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. 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, if the City must include this program as a part of medical plan value in the calculation of excise tax liability under a federal healthcare initiative.
- G. Retirement Health Savings (RHS) Plan – For full-time employees hired after January 1, 2013, a contribution of one percent (1%) of base salary will be made each payroll period to a City RHS by both the City and the eligible employee.

Those employees who were previously eligible for the Retiree Health Insurance Plan but elected to terminate their eligibility and participated in a buy-out ("opt-out") program are eligible for a City contribution of one percent (1%) of base salary and an employee contribution of one-half percent (0.5%) of base salary each payroll period to the employee's RHS account.

Employees remaining eligible for the Retiree Health Insurance Plan – In lieu of the 1% City contribution into the RHS, the City will continue to contribute to the Retiree Health Insurance Plan. The employee will continue to contribute 1% of their base salary into a RHS account while still an active and eligible employee. The employee and City will share equally (50/50 split) in monthly tiered premiums upon employee's enrollment in the Retiree Health Insurance Plan.

- H. Life and Accidental Death & Dismemberment (AD&D) Insurance – The City will pay for Basic Life and AD&D policies which provide a death benefit equal to two (2) times an employee's annual base rate of pay, basic spouse and basic dependent life insurance as specified in plan documents, and coverage for employee AD&D. The City will pay the entire premium for Basic Life and Basic AD&D coverage for employees and eligible dependents. Employees may elect supplemental (voluntary) additional life and/or supplemental (voluntary) AD&D benefits for themselves and eligible dependents, subject to plan requirements and limitations.

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 – EMPLOYEE RIGHTS

An employee subject to an internal investigation that may reasonably result in discipline shall be advised at the time of an interview of the same. The employee shall be informed in writing the nature of the investigation if they are the subject of the investigation.

The employee may request Union representation be present during any investigatory interviews. If the employee requests Union representation, they shall notify the City at that time and shall be provided a reasonable time to arrange for Union representation. An employee who waives this right shall be requested to acknowledge such in writing, before being interviewed.

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 Manager who shall attempt to resolve it within fourteen (14) calendar days after it is presented to them.

Step 2: If the employee or employees are not satisfied with the solution by the Manager, 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 fourteen (14) 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 Chiefs 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. The Guild must notify the City of its intention to advance the grievance to arbitration within seven (7) calendar days after receipt of the City Manager's answer in Step 3. Within fourteen (14) calendar days, the Guild shall contact PERC to request PERC for a list of eleven (11) arbitrators with addresses in Washington, Oregon, or Idaho. The parties shall flip a coin to determine who will strike the first arbitrator.

- 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 or any hearing transcript is issued, whichever is later. The parties may also mutually agree to an alternative hearing decision deadline.
- D. 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 arbitrator and court reporter shall be borne equally by the parties hereto. Each party shall be responsible for its own costs incurred, including witnesses and attorney's fees.
- E. 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, add to, subtract from, or otherwise modify any of the present provisions of this Agreement.
- F. 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.
- G. The parties will strictly follow the timelines provided in this Article. If the City does not timely respond in a grievance step, the grievance will automatically advance to the next step. If the Guild does not timely advance to the next grievance step, the grievance right is deemed waived.

ARTICLE 21 – 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.
- C. An employee shall lose all seniority in the event of a separation from employment.

ARTICLE 22 - 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 certified 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 23 – OCCUPATIONAL DISABILITY ALLOWANCES AND RESTRICTED DUTY

- A. Disability Leave – Any employee injured on the job who is approved for time loss compensation may voluntarily elect to offset payments under workers' compensation with eligible accrued leave. The total of time loss compensation and accrued leave used to offset the difference will not exceed 100% of the employee's regular pay.
- B. All applicable payroll deductions, voluntary or otherwise, will be subtracted from the accumulated leave allowance in excess of mandated time loss compensation as indicated under Title 51 RCW Industrial Insurance or paid by employee reimbursement.
- C. For the purposes of this section, leave pay is defined as any accumulated leave available to the employee including PTO and ESL.

- D. Restricted Duty Program – Restricted Duty is a temporary modification of an employee's regularly assigned duties, or performance of unrelated duties to accommodate a temporary work-related illness or injury. Restricted Duty assignments are at the City's sole discretion. Employees incurring work-related injuries with restrictions that cannot be integrated into their regular duties, or that prohibit the temporary performance of their regular duties, may be eligible for modified work assignments, when available. Participation in the program is generally contingent upon being released for modified duties by a qualified healthcare provider or other qualified healthcare provider as appointed by the City.
- E. Eligible employees who are offered and refuse a modified work assignment may suffer the loss of time loss benefits. The Restricted Duty program may not be extended to any employee for more than 260 calendar days, inclusive of time loss. Exceptions to extensions of restricted duty limits may be approved by Human Resources.
- F. Eligibility is also contingent upon a prognosis that does not exclude the employee's return to their former position. Employees must be temporarily injured and expected to return to their regular duties. Employees are expected to show gradual improvement including a lessening of restrictions while participating in the Restricted Duty program.
- G. It is the employee's responsibility to perform the assignment in a productive, professional manner as expected in any regular assignment. Employees may be transferred to another medically appropriate assignment or removed from the program.
- H. The City may allow employees with non-occupational injuries or illnesses to participate in the Restricted Duty Program when the temporary restrictions as documented by the employee's qualified healthcare provider match the available light duty and when the assignment is also approved by the Manager and Human Resources.

ARTICLE 24 – MISCELLANEOUS LEAVES

- A. Leave to Attend Funerals of City Employees – All employees may be allowed to take time off necessary with pay at the discretion of the supervisor to attend a funeral of a current city employee.
- B. 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.
- C. Military Leave. Shall be governed by applicable State and Federal law.
- D. Family and Medical Leave. Employees will be allowed to use their paid leave in accordance with the Family Care Rules (WAC-296-130).
- E. Employees will be allowed up to twelve (12) weeks of leave in accordance with the Family and Medical Leave Act.
- F. The provisions of this section are not intended to expand upon the applicable state or federal laws.

G. Leave of Absence Without Pay.

1. The Chief of Police may grant a leave of absence without pay for up to thirty (30) calendar days.
2. 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 to Human Resources from the treating physician or a designated healthcare provider indicating the nature of the illness or injury with a prognosis for recovery.

ARTICLE 25 – 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 26 – 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 27 – 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 28 – 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, 2027, unless extended by mutual Agreement of the parties.

During the time of negotiations for a successor Agreement, the current Agreement will remain in full force and effect.

Page intentionally blank

APPENDIX “A” – CLASSIFICATION & WAGES

2026 Wages (2.1% COLA effective upon contract ratification)

| Job Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|----------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Administrative Assistant | \$27.05 | \$27.94 | \$28.85 | \$29.75 | \$30.65 | \$31.56 | \$32.46 |
| Administrative Assistant II | \$31.19 | \$32.23 | \$33.27 | \$34.32 | \$35.36 | \$36.40 | \$37.44 |
| Code Enforcement Officer | \$34.35 | \$35.50 | \$36.64 | \$37.80 | \$38.94 | \$40.09 | \$41.23 |
| Community Relations Specialist | \$32.55 | \$33.63 | \$34.72 | \$35.81 | \$36.89 | \$37.98 | \$39.06 |
| Crime Analyst | \$37.53 | \$39.13 | \$40.74 | \$42.34 | \$43.93 | \$45.54 | \$47.14 |
| Evidence Technician | \$32.55 | \$33.63 | \$34.72 | \$35.81 | \$36.89 | \$37.98 | \$39.06 |
| Police Public Records Specialist | \$31.01 | \$32.04 | \$33.07 | \$34.11 | \$35.14 | \$36.17 | \$37.21 |
| Police Quartermaster | \$31.01 | \$32.04 | \$33.07 | \$34.11 | \$35.14 | \$36.17 | \$37.21 |
| Police Records Specialist | \$27.06 | \$28.53 | \$30.00 | \$31.47 | \$32.94 | \$34.41 | \$35.88 |

Employees will advance on the wage step table based on their anniversary classification date.