

AGREEMENT BETWEEN

THE CITY OF RICHLAND, WASHINGTON

AND

RICHLAND POLICE COMMAND ASSOCIATION

2023 – 2024

(Date of execution) through December 31, 2024

Adopted by Resolution No. 2023-129, August 2, 2023
Contract # 319-23



TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1 – DEFINITIONS	1
ARTICLE 2 – RECOGNITION.....	1
ARTICLE 3 - ASSOCIATION SECURITY.....	1
ARTICLE 4 - ASSOCIATION BUSINESS.....	2
ARTICLE 5 - DRUG AND ALCOHOL TESTING POLICY	2
ARTICLE 6 - EMPLOYER RIGHTS AND RESPONSIBILITIES	2
ARTICLE 7 - PRODUCTIVITY	3
ARTICLE 8 - PERFORMANCE OF DUTY.....	3
ARTICLE 9 - HOURS OF WORK	3
ARTICLE 10 – WAGES & OTHER COMPENSATION	4
ARTICLE 11 – OVERTIME	4
ARTICLE 12 - CLOTHING AND UNIFORMS	4
ARTICLE 13 – HOLIDAYS.....	4
ARTICLE 14 – PAID LEAVES.....	5
ARTICLE 15 – PENSIONS	10
ARTICLE 16 – DEFERRED COMPENSATION.....	11
ARTICLE 17 – INSURANCE.....	11
ARTICLE 18 – INVESTIGATION STANDARDS.....	13
ARTICLE 19 - GRIEVANCE PROCEDURE	17
ARTICLE 20 - MANUAL OF RULES AND PROCEDURES	19
ARTICLE 21 - SENIORITY	19
ARTICLE 22 - LAYOFF AND RECALL	20
ARTICLE 23 - MISCELLANEOUS LEAVES	20
ARTICLE 24 - NO SMOKING POLICY	22
ARTICLE 25 - ENTIRE AGREEMENT.....	22

ARTICLE 26 - SAVINGS CLAUSE 22

ARTICLE 27 - COLLABORATIVE MEETINGS..... 22

ARTICLE 28 – PHYSICAL FITNESS PROGRAM 23

ARTICLE 29 - DURATION OF AGREEMENT 23

SIGNATURES..... 24

APPENDIX "A" – CLASSIFICATION & WAGES..... 25

APPENDIX "B" – SUBSTANCE-FREE WORKPLACE POLICY (NON-DOT) 26

PREAMBLE

The provisions contained herein constitute an Agreement between the City of Richland and the Richland Police Command Association 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. "Association" means the Richland Police Command Staff Association.
- 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 Police Lieutenants and Commanders employed by the City of Richland, excluding the Police Chief, Deputy Police Chief, employees holding the rank of Sergeant and below, confidential employees, employees in other bargaining units, and all other employees.
- E. "Department" means the Richland Police Department.

ARTICLE 2 – RECOGNITION

The City recognizes the Association 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 Association 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 - ASSOCIATION SECURITY

- A. **Employee Rights:** Employees shall have the right to join and participate in the activities of the Association 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 Association. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Association 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 Association. The Association agrees to hold harmless and indemnify the City from all liability it incurs from complying with this section.

ARTICLE 4 - ASSOCIATION BUSINESS

An Association officer who is an employee in the bargaining unit may be granted time off without pay while conducting bona fide Association 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. Association officers, when on duty, may use on-duty time for the administration of this Agreement.

The City recognizes the Association's Negotiation Team as the exclusive contract negotiator. The City agrees to discuss contract proposals with the Negotiation Team or the Association's principal spokesperson only. In the event that contract negotiations are scheduled at a time when any members of the Association'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 two (2) on-duty members of the Association and their designated spokesperson (if not an employee) for purposes of bargaining per bargaining session.

ARTICLE 5 - DRUG AND ALCOHOL TESTING POLICY

Employees shall be subject to the City Drug and Alcohol testing policy as attached in Appendix "B". Association members 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

Subject to the provision of this Agreement and any other Agreement between the City and the Association, the Association 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 consistent with City policies, procedures, and practices;
- B. To assign pay, leave, and vacation allowances and accruals to laterally-hired employees based on their experience, Department needs, and other factors;
- C. To suspend, demote, discharge, or take other disciplinary actions against employees, in compliance with this Agreement's terms. The City may discharge,

suspend without pay, or demote an employee with good cause and based on substantial evidence. The City must notify the employee with the specific reason(s) in writing for the discipline. The City may issue other discipline, such as verbal warnings or written reprimands, with reasonable grounds and based on substantial evidence;

- C. To determine methods, means, and personnel necessary for Department operations;
- D. To determine staffing levels and 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 Association 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 Association 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 Association for any reason.

ARTICLE 9 - HOURS OF WORK

- A. Work Schedules: Recognizing that flexibility is required in the scheduling of assignments for command personnel, the City will make reasonable efforts to schedule work schedules to approximately forty (40) hours per week with an annual total of approximately two-thousand-and-eighty (2080) hours. However, scheduling work is based on the Department's operational needs, rather than working a specified number of hours, therefore command personnel may be expected to work outside of a regularly forty (40) hour work week, including periods where additional work is required. The City has the discretion to assign the work schedule for each Employee. The normal work schedule shall be established by the Chief of Police based on the Department's operational needs.

The City and Association recognize that there may be events, such as emergencies, disasters, riots, and etc. that require employees to work additional hours. If such an

emergency occurs which interferes with the Employee’s vacation, the Chief may exempt the Employee from being recalled to work or the City will reimburse the Employee any financial loss the employee may incur as a result of the cancellation of the vacation. The Employee must, however, take all reasonable steps to minimize any financial loss as a result of the cancelation of vacation, including seeking refunds, cancelation of airfare, etc. This does not, however, require the employee to purchase “trip insurance” or similar as a method of dealing with contingencies.

- B. Meal and Rest Periods: All Employees are “on-call” during meal and rest breaks and are included in the paid work hours. Breaks will be taken during slack periods.

ARTICLE 10 – WAGES & OTHER COMPENSATION

The wages for all employees covered by this Agreement shall be listed in Appendix “A” attached hereto and by this reference incorporated herein.

ARTICLE 11 – OVERTIME

Employees are exempt from the Federal Fair Labor Standards Act (FLSA) and not eligible for overtime compensation. The City recognizes Employees are FLSA-exempt and will have some scheduling flexibility but are expected to work approximately 40 hours per week and complete all work tasks and responsibilities.

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. All employees shall maintain a presentable appearance while on duty.
- C. Uniforms supplied by the City shall be cleaned and maintained by the City.
- D. 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

*Independence Day
Labor Day

*Day before Christmas
*Christmas Day

B. Employees will receive each of the above holidays off with pay. If the Employee is required to work on a holiday, the Employee will be allowed to utilize the holiday on another day in the same or next pay period. If any additional paid holidays are adopted by the City Council to be observed by city employees, the parties will re-open the Agreement for this Article to bargain any impacts.

ARTICLE 14 – PAID LEAVES

Paid Time Off (PTO) and Extended Sick Leave (ESL) are provided to bargaining unit employees.

A. Paid Time Off (PTO)

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

Accrual rates:

<u>Years of Continuous City Service</u>	<u>Maximum Hours Per Month</u>
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

1. 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 balances in excess of 800 hours will be reduced to 800 hours at that time.

2. Authorized Uses

PTO is either Scheduled or Unscheduled (see definitions below). Leaves not meeting the below criteria will be considered unexcused absences. When use of PTO for unexcused absences occurs, it does not indicate approval of the absence itself.

(a) Scheduled

Obtaining prior approval for an absence 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 Chief or designee. Depending on workload, the Chief may waive all or part of the five (5) workday notice requirement.

(b) Unscheduled

An employee who is unable to report to work due to an unscheduled absence must contact the Chief or designee in accordance with department policy, or as soon as possible prior to their scheduled work shift. When use of PTO for an unexcused absence occurs, it 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.

Prior to submitting timecards, an employee, if requested, must provide the Chief or designee with satisfactory explanation/documentation as to the nature and extent of the absence(s). However, an employee on approved protected leave need only identify an absence to the Chief or designee as associated with the approved protected leave, and it must be coded properly on their timecard.

The employee must inform Human Resources when a condition of the employee or qualified family member may result in the need for protected leave. The employee is not required to report the specific nature of the condition to the Chief or designee, but must follow the requirements of the City's applicable leave policies in order to receive the available protections.

Below are eligible unscheduled uses:

Personal Sick

Unscheduled PTO is available for employees who need to take leave for personal illness or non-work-related physical disability.

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, natural or adult child); parent (includes step, adoptive or natural); grandchild (includes step, adopted or natural); guardian or grandparent; sibling (step, natural 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.

(c) Exempt Employee Absences and Use of PTO

Exempt employees who are absent equal to or greater than four (4) hours in a day must use PTO to substitute for the time away from work on an hour-for-hour basis. Exempt employees who are absent for less than four (4) hours a day will be compensated for the full day. Even though entitled to regular pay when absent less than four (4) hours in a day, exempt employees on approved FMLA must code time absent to FMLA recordable hours on their timecard.

3. PTO Cash-Out and Buy-Out / Transfer

(a) Optional PTO Cash-out

Employees may cash-out a minimum of forty (40) hours and maximum of eighty (80) hours of PTO per calendar year.

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 Chief or designee.

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

(b) Optional PTO Buy-out to 457 Deferred Compensation Plan

Employees may buy-out/transfer an additional forty (40) to eighty (80) hours of PTO per year for purposes of funding their 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 Chief or designee.

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 sixty (160) hours total.

The employee must have taken at least forty (40) consecutive hours of PTO in the twelve (12) months preceding eighty (80) hours or more of a PTO cash-out and/or buy-out/transfer to 457 Deferred Compensation Plan.

4. Pay-Off Upon Termination

Employees shall be cashed out PTO accruals up 800 hours. The cash out shall be processed with the employee's final paycheck at the employee's straight time base rate of pay.

5. Donation and Transfer of Paid Time Off

The policy of the City is to allow employees to donate PTO to co-workers facing personal emergencies who have exhausted all accrued leave.

An employee is eligible for Donated 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 240 hours of Donated Leave for any one incident or illness and may not request Donated Leave more than one time in any concurrent five (5) year period.

The 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 forwarding for organizational wide notification and distribution.

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

- (a) 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.

- (b) 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.

B. Extended Sick Leave (ESL)

The purpose of ESL is to compensate employees for long-term illness/injury or for grieving and bereavement purposes of a qualifying family member.

1. Full-Time 40 Hour Accrual Rate

Employees begin accumulating ESL upon hire at a rate of four (4) hours per month.

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, natural or adult child); parent (includes step, adoptive or natural); grandchild (includes step, adopted or natural); guardian or grandparent; sibling (step, natural 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 over eighty (80) continuous regularly scheduled working hours. ESL may be used retroactively if the condition persists for over eighty (80) continuous regularly scheduled working hours 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.

ESL is authorized for up to forty (40) hours for bereavement purposes (immediate family as defined above) per occurrence. Additional time off for bereavement purposes may be requested using PTO.

4. ESL Upon Termination

There is no cash out available for ESL upon termination or retirement.

5. Donation of ESL

ESL cannot be donated.

C. Employee Vacation and Sick Leave Conversion

For new employees promoted upon this Agreement's full execution: Employees will have their existing accrued vacation leave bank transferred to their new PTO bank. The employee's existing sick leave bank will be converted, as follows: (1) 25% to their new PTO bank; and (2) 75% to their new Extended Sick Leave (ESL) bank.

For existing employees that were promoted from within RPD before January 1, 2023: At the employee's election, 25% of their sick leave bank on the date of promotion will be converted from ESL to their PTO bank.

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 an Internal Revenue Code (IRC) Section 457 plan (“Section 457 plan”). The City retains the right to select plan administrator to improve cost-effectiveness of the Section 457 plan administration and/or to improve service level for plan members.

The City shall match employee contributions up to four and one-half percent (4.50%) of the employee's gross wage into the Section 457 plan for the first twenty (20) years of employment with the City. After twenty (20) years, contribution to the Section 457 plan is at the discretion of the employee, the employer will continue to contribute four and one-half percent (4.50%) of the employee’s gross wages into the Section 457 plan regardless of the employee’s contribution amount.

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 employees and their eligible dependents. 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	12.0%
Employee & Spouse	12.0%
Employee & Child/Children	12.0%
Employee, Spouse & Child/Children (Family Tier)	12.0%

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 Association. 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.
- H. **Benefit for employees who were employed as of December 31, 2012, and who retired/will retire January 1, 2013 or later, and who did not opt out of Retiree Insurance eligibility.** Employees who did not opt out of Retiree Insurance eligibility and who retired/will retire January 1, 2013 or later are eligible to enroll in the OAP 3 Retiree Insurance Plan for themselves and eligible dependents. The City and enrolled retirees (or their surviving spouse or surviving dependents) share equally in the monthly premium in effect for the tier elected.

The benefit coverage, (plan design) of the OAP 3 shall remain unchanged. OAP3 follows the Active OAP 1 plan design, except for the payment structure (coinsurance at 80/20% versus copay for most items).

- I. Benefits for regular full-time employees hired on or after January 1, 2013. In lieu of eligibility for Retiree Insurance, employees hired on or after January 1, 2013 are eligible for certain benefits. Both the City and the employee shall each contribute one percent (1%) of base salary each payroll period in the employee's Fraternal Order of Police (FOP) Retirement Health Savings (RHS) account if allowed by Plan Design. The City may redirect both City and employee contributions to an alternative

savings account agreed to between the parties 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.

- J. **Benefits for regular full-time employees as of December 31, 2012 who chose to opt out of Retiree Insurance eligibility.** Employees who were employed as of December 31, 2012 and who chose to opt out of Retiree Insurance eligibility are eligible for certain benefits in lieu of Retiree Insurance. These employees have already received a buyout, which they were eligible for as a result of their decision to opt out. The City shall contribute one percent (1%) of base salary each payroll period to the employee's FOP RHS account if allowed by Plan Design.
- K. 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.
- L. Fraternal Order of Police RHS Account – All employees shall contribute a two percent (2%) of base rate of pay to the employee's FOP RHS account. This two percent (2%) contribution by the employee is in addition to any/all other FOP RHS contributions mentioned in the Agreement. The City may eliminate this program after notice to the Association 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 if eliminated, the two percent (2%) will be returned to employee's base wage.

ARTICLE 18 – INVESTIGATION STANDARDS

PREAMBLE. All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Richland Police Command Staff Association's Investigation Standards". 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 ensure 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 Association 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 Association, 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 Association or Association 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 an Association 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 investigator.
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 an Association 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 investigator, 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 investigator shall provide a 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, the investigator may address those matters in the same or separate investigation. 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 relevant material that the Association requests under Chapter 41.56 RCW.

F. When Disciplinary Action Results

1. When the investigation results in a determination of a sustained or other misconduct complaint and disciplinary action, only the findings and the

disciplinary order may be placed both in the Human Resources 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

- C. Location and Employee Review Rights. The City shall maintain personnel records in the Human Resources Department 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 applicable fees. The applicable fees shall not be unreasonable.
- D. Signing. Each employee shall have the opportunity to review any derogatory or critical material that is placed in their personnel file, including merit ratings, evaluations, written reprimands, demotions, suspensions, or discharges.
- E. Removal and Rebuttal. Removal of critical material from an employee personnel file shall be governed by state law. 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 Association representative may consult with the rating officer concerning a challenged non-probationary evaluation report.

ARTICLE 19 - GRIEVANCE PROCEDURE

- A. A "grievance" means a claim or dispute by an employee or group of employees or the Association itself with respect to the interpretation or application of the provisions of this Agreement. The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such dispute at the earliest opportunity with the Deputy Police Chief. If the Association informally

raises a dispute, the Step 1 filing deadline will automatically be extended by seven (7) calendar days and confirmed in writing.

A grievance is defined as only those disputes involving interpretation, application, or alleged violation of any provision of this Agreement. Grievances shall be processed per the following procedures within the stated time limits.

The parties shall strictly comply with the timelines provided herein. However, the deadlines in this Article may be extended by mutual agreement in writing. If the Employer fails to timely respond by a deadline, the grievance shall advance to the next step. If the Union fails to timely advance the grievance to the next step, the grievance shall be deemed abandoned.

- 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 Deputy Police Chief 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 Deputy Police Chief, 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 Association 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 Association may refer the grievance to arbitration within seven (7) calendar days after receipt of the City Manager's answer in Step 3, by providing written notices to the Human Resources Director.

For grievances of employee discipline, within fourteen (14) calendar days, the parties shall contact the Washington Public Employment Commission for an

appointment of a qualified arbitrator pursuant to state law. For all other grievances, the parties shall attempt to agree upon an arbitrator within fourteen (14) calendar days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said fourteen (14) 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.

- E. 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 (e.g., arbitrator, 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.
- 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 Association 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 Association to so lodge and process a grievance is expressly confirmed.
- F. If the final day for filing a grievance or a response to a grievance falls on a City recognized holiday or weekend day where City offices are closed, the deadline for filing the grievance or response shall be the next business day that is not a weekend or holiday. Service of grievances and responses may be made by electronic mail.

ARTICLE 20 - 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 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 Association with copies of the Seniority List each year.

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

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. Prior to being laid off, the employee will be offered any vacant Police Officer position(s) for which the employee is qualified. The City also must provide the employee an opportunity to meet with Human Resources to review available job vacancies for which the employee is qualified. The City reserves the right to place laid off employees on paid administrative leave during the notice period.
- B. Recall. Employees laid off shall be retained on a recall list for not less than twenty-four (24) months following their layoff.

ARTICLE 23 - MISCELLANEOUS LEAVES

- A. 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 Police Chief or designee to attend a funeral of a 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).

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.

- E. Leave of Absence Without Pay.
 - 1. The Police Chief or designee may grant a leave of absence without pay 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.

F. Occupational Disability Allowances and Restricted Duty

1. 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 difference will not exceed 100% of employees' regular pay.

All applicable payroll deductions will be subtracted from paid leave or by employee reimbursement.

For the purposes of this section, paid leave is defined as any accrued leave available to the employee including PTO and ESL (if eligibility requirements are met).

2. 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. City 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.

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.

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 a gradual improvement, lessening of restrictions, while on the Restricted Duty Program.

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.

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 employees qualified healthcare provider match the available light duty and when the assignment is also approved by the Chief or designee and Human Resources

ARTICLE 24 - 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 25 - 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 26 - 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 27 - COLLABORATIVE MEETINGS

Representatives of the Association and the Police Chief or designee 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 may submit a list of the issues which it wishes to discuss at the meeting. Each December, the Association President and the Chief of Police or his/her designee shall develop an annual schedule for the collaborative meetings.

If an employee or the Association has an issue which could be the subject of a grievance, the employee or the Association 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. When the parties reach understandings regarding the Agreement or choose to enter into new Agreements within the contract period, only the City Manager or designee is authorized to enter into Memorandums of Understanding (MOU) and/or Memorandums of Agreement (MOA) with the Association. It is further understood that an Agreement may require prior authorization by the Association body before execution of the Agreement with the City.

ARTICLE 28 – PHYSICAL FITNESS PROGRAM

One of the goals of the City and Department is to encourage good physical fitness. Employees may use fitness facilities on a reasonable basis and so long as it does not interfere with or adversely impact Department operations.

ARTICLE 29 - 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, 2024, 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.

SIGNATURES

The parties hereto have caused this Agreement to be executed
this 8 day of August, 2023.

CITY OF RICHLAND, WA

**RICHLAND
POLICE COMMAND ASSOCIATION**

Jon Amundson August 8, 2023
Jon Amundson, ICMA-CM Date
City Manager

[Signature] August 8, 2023
Jonathan Schwarder Date
President,
Richland Police Command Association

Brigit Clary August 8, 2023
Brigit Clary Date
Chief of Police

Lacey Paulsen August 8, 2023
Lacey Paulsen Date
Human Resources Director

ATTEST TO:

Jennifer Rogers August 8, 2023
Jennifer Rogers Date
City Clerk

APPROVED AS TO FORM:

Heather Kintzley August 8, 2023
Heather Kintzley Date
City Attorney

APPENDIX "A" – CLASSIFICATION & WAGES

2023

APPENDIX A – WAGES

Lieutenants: The Lieutenant's wage shall be 13.0% above the Top-Step Sergeant Wage Rate.

The Top-Step Sergeant's Wage Rate is calculated as Sergeant's Base Wage, plus 10.0% (Bachelor's Degree education incentive pay), plus 2.0% (longevity pay).

Commanders: 5% increase over the Lieutenant wage.

Lieutenant	\$73.27
Commander	\$76.93

(Retro pay for wages only back to December 29, 2022 for employees in the bargaining unit at the CBA's full execution. All other terms and conditions are effective upon the CBA's full execution.)

(Employees' 2024 wages would increase per the Police Guild's contract based on the wage spread)

APPENDIX “B”
SUBSTANCE-FREE WORKPLACE POLICY (NON-DOT)



Substance-Free Workplace Policy (Non-DOT)
Policy No. 1995

POLICY

Standard

Authority

RMC 2.04.060 authorizes the City Manager to issue rules or administrative regulations not inconsistent with general law, the Charter or ordinances of the City, outlining the general procedure for the administration of City activities under the City Manager's jurisdiction.

Policy

This policy ensures the City of Richland's compliance with the U.S. Drug-Free Workplace Act of 1988.

Purpose

The purpose of this policy is to promote a safe, healthy, drug and alcohol-free work environment for all City of Richland employees. It reflects the City's commitment to safely and efficiently provide the highest quality services to Richland residents, in addition to decreasing absenteeism, increasing productivity, and preventing accidents and casualties for City employees.

Application

This policy applies to all City of Richland employees not currently occupying DOT safety-sensitive positions.

Practice

1. Definitions

"Alcohol Use" means the consumption of any beverage, mixture, or preparation (including any medicine) containing alcohol.

"BAC" stands for blood alcohol concentration, which is legally recognized measurement for quantifying how much alcohol is in the blood.

"Confirmation or Confirmatory Test" has two separate applications:

SUBSTANCE-FREE WORKPLACE POLICY (Non-DOT)
Policy No. 1995

- In drug testing, means a second analytical procedure performed on a urine specimen to identify and quantify the presence for cocaine metabolites, opiate metabolites, amphetamines, or phencyclidine (PCP) that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to ensure reliability and accuracy. Note: Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine metabolites, opiate metabolites, amphetamines and phencyclidine.
- In alcohol testing means, a second test, following a screening test with a result of 0.02 BAC or greater, which provides quantitative data of alcohol concentration.

“Controlled substances (drugs)” means drugs and other substances that are considered controlled substances under the federal Controlled Substance Act and are divided into five schedules: marijuana metabolites, cocaine metabolites, amphetamines, opiate metabolites, phencyclidine (PCP). An updated and complete list of the schedules is published annually in 21 C.F.R. § 1308.11 through 1308.15.

“City” means the City of Richland and any other organization that is legally governed by the City with respect to personnel matters.

“City premises” means all City worksites, property, and vehicles. For purposes of this policy, “city worksites” include those associated with a work assignment, whether in state or out of state, during trainings or conferences, and while telecommuting during designated telecommuting hours.

“Designated Employer Representative (DER)” means an individual identified by the employer as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from duty and to make required decisions in the testing and evaluation process. This person must be an employee of the City. Service agents cannot serve as DERs.

“Employee Assistance Program (EAP)” means a program provided directly by the City, or through a contracted service provider, to assist employees in dealing with drug or alcohol dependency and other personal problems. Rehabilitation and reentry to the workforce are usually arranged through EAP.

“Non-safety sensitive position” means a position that does not require performance of safety-sensitive functions as set forth in the Omnibus Transportation Employee Testing Act of 1991 and City Policy No. 1985 (i.e., positions that do not require a commercial driver’s license).

“Reasonable suspicion” means a City official (e.g. director, manager, supervisor or human resources professional) has provided objective, specific, contemporaneous and articulable

SUBSTANCE-FREE WORKPLACE POLICY (Non-DOT)
Policy No. 1995

observations about the employee's appearance, speech, behavior, and odor to support a conclusion that an employee may be at work under the influence of alcohol and/or drugs.

"Safety-sensitive position" mean a position requiring performance of safety-sensitive functions as defined in City Policy No. 1985 (i.e., positions requiring a commercial driver's license).

"Substance Abuse Professional (SAP)" means a licensed professional who evaluates employees who have violated drug and alcohol policies and makes recommendations concerning education, treatment, follow-up testing, and aftercare. The SAP determines if the employee demonstrates successful compliance with the recommended education and treatment.

"Under the influence or impaired" means that an employee is determined, after being sent for a test following reasonable suspicion, to have a confirmed alcohol violation result (.02 BAC or greater), or an employee has a verified positive drug test for marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, or phencyclidine (PCP).

2. Substance-Free Workplace Policy Statement

The City of Richland is committed to maintaining a drug-free workplace to promote the quality of its services and the safety of its employees, volunteers, and the public. The following activities are prohibited:

- a. Employees are prohibited from reporting to work or performing work while consuming, using, possessing, selling, purchasing, manufacturing, distributing, or transferring alcoholic beverages (except off-duty use at public events) or controlled substances or other performance-impairing substances while on duty or on City of Richland property.
- b. Employees are prohibited from consuming alcohol while on-call.
- c. Employees are required to submit to an alcohol and/or drug test when directed by the City of Richland under this policy, and are prohibited from tampering or attempting to tamper with such alcohol and/or drug test.

3. Employee Obligations

- a. Employees, pursuant to the Drug Free Workplace Act, are required to notify their supervisor within five (5) calendar days of any conviction of a drug offense occurring in the workplace.
- b. Employees shall promptly report to their supervisor whenever taking prescribed medications that may impact perception, judgment or performance. This includes,

SUBSTANCE-FREE WORKPLACE POLICY (Non-DOT)
Policy No. 1995

but is not limited to, prescriptions for opiate painkillers such as Vicodin, Oxycodone, and Percocet, and the prescription medication Marinol.

- c. All staff involved in drug and alcohol testing of city employees must maintain confidentiality of all employee-related drug and alcohol information. Any employee who violates confidentiality of employee-related drug and alcohol information, including testing, may be subject to disciplinary action, up to and including termination of employment.

4. Procedures

The City's drug and alcohol testing procedures incorporate the standards outlined in federal regulations and are designed to ensure employee confidentiality, the integrity of the testing process, and to safeguard the validity of test results.

- a. With the exception of certain public safety positions (police/fire/dispatch), the City does not conduct pre-employment drug and alcohol testing of applicants for non-safety sensitive positions. Public safety positions are covered by separate pre-employment drug and alcohol testing requirements.
- b. The City does not conduct random drug and alcohol tests of employees who occupy non-safety sensitive positions.
- c. For employees who have been disciplined for violating this policy, the City may conduct return-to-duty and follow-up alcohol and/or drug testing for marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, or phencyclidine (PCP).
- d. *Reasonable suspicion.* An employee who occupies a non-safety sensitive position may be required to submit to a reasonable suspicion alcohol or drug test (for those substances identified in 49 CFR Part 40.85, as amended), including post-accident reasonable suspicion testing.
 - 1. The City may direct any employee occupying a non-safety sensitive position to submit to drug and alcohol testing if there is reasonable suspicion that the employee is in violation of this policy.
 - 2. The City will determine whether reasonable suspicion exists based on objective, specific, contemporaneous and articulable observations made by a trained supervisor about the employee's appearance, speech, behavior, and odor. Objective and articulable observations that support a conclusion that reasonable suspicion exists include, but are not limited to:

SUBSTANCE-FREE WORKPLACE POLICY (Non-DOT)
Policy No. 1995

- i. observations of drug and alcohol possession and use;
 - ii. physical manifestations of probable drug and/or alcohol use such as slurred speech, incoherent conversation and interaction, watery and/or bloodshot eyes, unbalanced and/or staggering gait, inappropriately sleeping at work, and the smell of alcohol or other drugs.
3. All observations supporting the conclusion that reasonable suspicion exists will be documented in writing and submitted to the Designated Employer Representative (i.e., HR staff).
4. If an employee is directed to submit to a reasonable suspicion drug and/or alcohol test, the employee will be relieved of duty, and the City will arrange for the employee to be transported to the sample collection site and then to home.
- e. *Refusal to Test.* Any refusal to submit to a reasonable suspicion alcohol and/or drug test, and all positive alcohol and/or drug tests, will be reported immediately by the testing facility to the Designated Employer Representative (i.e., HR staff).
- f. The Designated Employer Representative will report the results of an employee's drug and/or alcohol test to the applicable Department Head.
- g. An employee who wishes to challenge a positive drug test must do so within twenty-four (24) hours of the notification of the positive test result. The employee must notify the City's Designated Employer Representative of the desire to challenge the test, and must pay for the retest. The retest must be processed at a DHHS certified laboratory. If the retest refutes the initial test results, the City will reimburse for the cost of the retest.
- h. Employees with a verified positive drug test for marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, or phencyclidine (PCP) are considered to be in violation of this policy for prohibited drug use. *Note:* Although Washington State has legalized the sale, use and possession of recreational marijuana in certain amounts, possession or use of marijuana is still illegal under federal law, and is a violation of the City's drug-free workplace policy.
- i. *Post-Accident Alcohol and Drug Testing.* The fact that an employee is involved in an accident will not normally be, in and of itself, sufficient to require a reasonable suspicion drug and alcohol test. Instead, the City shall make an individualized assessment based on the nature of the accident, including its severity, together with all relevant, objective, and articulable observations about the employee before, during, and after the accident to determine if a post-accident drug and/or alcohol test is appropriate under the circumstances.

SUBSTANCE-FREE WORKPLACE POLICY (Non-DOT)
Policy No. 1995

- j. Alcohol. Employees found to have a confirmed BAC of .02 or greater are in violation of this policy for alcohol use.

5. Consequences

Violation of city policy, including this policy, may result in employee discipline, up to and including termination of employment. Circumstances that may warrant termination of employment include, but are not limited to the following:

- a. Use, possession, sale, purchase, manufacture, distribution, or transfer of controlled substances or alcoholic beverages while on duty, on-call, or on a rest or meal period (except legal, off-duty alcohol use, not otherwise in violation of this policy, at public events on City property).
- b. Reporting to work under the influence of alcohol (BAC of .02 or greater) or controlled substances (as determined by a verified positive drug test for marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, or phencyclidine (PCP)).
- c. Refusing to submit to an alcohol and/or drug test when directed. Refusal will be construed as a positive test.
- d. Refusing to sign the necessary consent forms to obtain and test breath and/or urine samples. Refusal will be construed as a positive test.
- e. Failing to comply with reasonable direction during the testing process. Failure to comply will be construed as a positive test.
- f. Tampering or attempting to tamper with an alcohol and/or drug test. Tampering or attempting to tamper with the test will be construed as a positive test.
- g. Failing to notify the supervisor, within five (5) calendar days of the conviction, that the employee was convicted of a drug offense occurring in the workplace.
- h. Failing to immediately appear to complete a follow-up drug and/or alcohol test after notification to appear for such tests.

Conditional Retention After First Confirmed Violation. At the City's discretion, current employees who have a verified positive drug test for marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, or phencyclidine (PCP) or an alcohol violation (BAC of .02 or greater) may be allowed to remain employed if the employee:

- a. Submits to an evaluation by a City-approved Substance Abuse Professional approved;

SUBSTANCE-FREE WORKPLACE POLICY (Non-DOT)
Policy No. 1995

- b. Signs a Last Chance Agreement waiving grievance or appeal rights if the employee violates the terms of the Last Chance Agreement and is consequently terminated. The Last Chance Agreement would remain in effect for the duration of the employee's employment;
- c. Attends an appropriate education and/or treatment program, and signs a monitoring agreement so the City can ensure successful completion of the education/treatment program specified by the Substance Abuse Professional;
- d. Prior to returning to work, submits to a return-to-duty drug and/or alcohol test with verified negative result(s), and submits to follow-up tests as required by the Substance Abuse Professional;
- e. Successfully completes the treatment program specified by the Substance Abuse Professional; and
- f. The employee agrees to accept without grievance or appeal any disciplinary sanction (e.g., suspension) imposed as a result of the violation.

6. Drug and Alcohol Testing Records

The City may release drug and alcohol testing records and results only under the following circumstances:

- a. When an employee requests a copy of the testing records or results for their own use or purposes;
- b. When an employee signs a release authorizing the City to release information or copies of records regarding their own tests results to a third party, including a subsequent employer;
- c. When the testing records and results are admissible evidence in a lawsuit, grievance, or other legal proceeding; or
- d. When the testing records and results are responsive to a request made pursuant to Chapter 42.56 RCW, and the City Attorney's Office determines that such documents are not exempt from public disclosure. In such circumstances, the employee will be given notice of the public records request and an opportunity to seek a court injunction before the records are released.

Responsibilities

Employees are responsible for reviewing and understanding this policy and for adhering to the standards and requirements contained in this policy.

SUBSTANCE-FREE WORKPLACE POLICY (Non-DOT)
Policy No. 1995

Supervisors, managers, and directors (referred to as supervisors) are responsible and accountable for notifying staff of the content of this policy; adhering to the requirements of transporting employees for drug/alcohol screening when required; and attending any training applicable to this policy or regulations.

Human Resources is responsible for managing the testing process, maintaining confidentiality of test results, and providing guidance and support to directors, managers and supervisors addressing disciplinary actions resulting from violations of this policy.

The **City Manager** is responsible for overall City compliance with this policy.

Guide

Consistent with the City's shared values of *teamwork, integrity* and *excellence*, this policy is intended to promote a safe, healthy, drug-free and alcohol-free work environment for all City of Richland employees, and encourage and support appropriate professional assistance to interested employees with drug and alcohol problems.