

**Collective Bargaining
Agreement
between
City of Mill Creek
and
Mill Creek Police Officers'
Guild**

**(Non-Sergeant's and
Sergeant's Bargaining Units)**

January 1, 2022 – December 31, 2024

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January 30, 2023.

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Attachment E TRAFFIC UNIT

This Agreement is by and between the *City of Mill Creek, Washington*, hereinafter referred to as the *City*, and the *Mill Creek Police Officer's Guild*, hereinafter referred to as the *Guild*.

Article 1 RECOGNITION OF THE BARGAINING UNIT

The *City* recognizes the *Guild* as the exclusive bargaining representative for all commissioned employees of the *Mill Creek Police Department* excluding the police support officer, the chief of police, deputy chief of police, police commander, confidential employees, and all other employees of the employer. This agreement covers the two bargaining units represented by the *Guild* and previously certified in *Public Employees Relations Commission Case Nos. 9092-E-91-1503 (June 3, 1991) and 13269-E-97-2209 (September 9, 1997)*.

Article 2 DEFINITIONS

Anniversary Date: Date used to determine annual wage/salary reviews. This date may be adjusted by changes in employment status, such as promotions, reclassifications, or unpaid leaves of absence in excess of five (5) consecutive days.

Annual Evaluation: Employees assigned to patrol are given regular performance evaluations twice a year. All other employees are given regular performance evaluations at least annually. Those employees who fail a performance evaluation will be given a follow-up evaluation within six (6) months. For purposes of this Agreement, an Annual Evaluation is the evaluation that occurs in closest proximity prior to an employee's Anniversary Date.

Callback: An unanticipated emergency situation where an *Employee* is called back to active duty outside scheduled work hours.

Chief: The *Chief of Police*

City: The *City of Mill Creek*

City Manager: The *City Manager*

Classification: All positions sufficiently similar in duties, authority, and responsibility to permit: (1) grouping under a common title; (2) the application of common standards of selection; and (3) a common compensation rate.

Department: The police department of the *City of Mill Creek*.

Employee: All persons subject to this labor agreement as members of the bargaining unit.

Immediate Family: Any person related by birth, marriage, or adoption, including stepchildren, residing in the employee's household and legally dependent upon the employee.

Layoff: A non-disciplinary termination of an employee due to the *City's* financial position or a change in the need for which the position held was created.

Leave: An authorized absence from regularly scheduled work hours.

Officer: A non-sergeant Employee holding the rank of Officer.

Pay Status: The normal employment situation in which the employee is paid for time worked or the employee is on paid leave, e.g., vacation, sick leave or other paid leave of absence.

Resignation: A voluntary separation from employment with the *City*.

Seniority: The length of the employee's continuous service with the *City* since the employee's most recent date of hire. Seniority shall continue to accrue during a period of approved, unpaid leave not exceeding sixty (60) consecutive days. The seniority date is subject to adjustment by the *City* for all other breaks in service. Length of service as a temporary employee shall not be included in the determination of an employee's seniority with the department.

Separation: Discontinuation of the employment relationship regardless of reason.

Sergeant: An Employee holding the rank of Sergeant.

Termination: Involuntary separation of an employee from employment with the *City*.

Transfer: A change from a position in one classification to another position whether intra-departmental or inter-departmental.

Trial or Probationary Employment Period: The initial eighteen (18) month period of employment, which is an integral part of the examination and selection process and during which an employee may be terminated with or without cause. For lateral or experienced Employees, this trial employment period shall be twelve (12) months.

Article 3 DEDUCTION AND REMITTANCE OF DUES

The *City* shall make deductions for monthly *Guild* dues from the wages of each employee in the bargaining unit who executes a properly written authorization and such deductions shall be remitted each month to the *Guild*.

Article 4 GUILD BUSINESS

Section 4.1 Leave for Guild Officials

A *Guild* member, at the discretion of the *Chief* or a designee, may be granted time off with pay while conducting contract negotiations or grievance resolutions on behalf of the employees in the bargaining unit, provided that:

1. the *City* is notified by the member at least forty-eight (48) hours prior to the time off;
2. the *City* is able to properly staff the employee's job duties during the time-off; and
3. the wage cost to the *City* is no greater than the cost that would have been incurred had the *Guild* official not taken time-off. *For example: No backfill at overtime rate is required.*

Section 4.2 Investigation of Grievances and Guild Meetings

Guild representatives and agents of the *Guild* shall have the right to reasonable access to the police department for purposes of investigating grievances. *Guild* representatives and agents of the *Guild* shall not disrupt the operation or normal routine of any department.

Meetings or other *Guild* activities may be scheduled and held on *City* premises, provided that they do not disrupt the operation or normal routine of *City* operations. *Guild* meetings may be scheduled to include the attendance of on-duty employees, provided such employees remain available to respond to regular duties and do not otherwise disrupt *City* operations.

All other *Guild* business not specifically covered in this *Article* shall be conducted during off duty hours.

Section 4.3 Bulletin Board and City Property

The *City* will provide the *Guild* with bulletin board space for the purpose of posting matters relating to official *Guild* business. Except as specifically allowed in this *Agreement*, *City* vehicles, equipment, and facilities may not be used for *Guild* activities.

Section 4.4 Electronic Mail

Members of the *Guild* may use the *City*'s electronic mail (e-mail) system to communicate *Guild* information to *Guild* members. The *Guild* recognizes that the e-mail system is the sole property of the *City*. Messages transferred through e-mail are not confidential and are subject to periodic review by the *City*. Employees should limit messages to necessary items within department policy and guidelines.

Article 5 Hours of Work

Section 5.1 General Schedule of Work Agreement

The work schedule will be what is mutually agreed upon between the *Chief* and the membership of the *Guild* (subject to the parameters set forth in the following subsections). If no agreement can be reached, the schedule will remain the same as the schedule referred to in *Article 5, Sections 5.3, 5.4 and 5.5.*

Section 5.2 Amended Schedule Changes

Any amended schedule change must be presented no earlier than *October 1* of each calendar year and no later than the 10th business day of October. The *Guild* and *City* will attempt to address the interests of the involved parties. Such interests shall not adversely impact or degrade departmental operations or the current budget allocation. Any agreed upon work schedule will commence on January 1st of each calendar year.

Section 5.3 Regular Work Cycle

The regular work cycle for patrol officers, including SWAT operators, shall be 80 hours in a fourteen (14) day work period. Patrol officers' regular work schedule consists of six (6) rotating twelve (12) work shifts and one (1) "modified" eight (8) hour work shift in the fourteen (14) day work cycle.

The work schedule for the upcoming twelve (12) month shift rotation, October 1 through September 30, shall be posted and bid by August 1 of each calendar year. Employees will bid their preferred shift for each of two (2) upcoming shift rotations. The first shift rotation runs from October 1 through March 31. The second shift rotation runs from April 1 through September 30.

Twice per year, employees shall schedule “modified” eight (8) hour work shifts. The scheduling of “modified” work shifts shall occur following work schedule bidding (described above), following the prescheduling of mandatory training (see Section 5.6), and following paid leave bidding (see Attachment C to this Agreement). Once bid and approved by the *Chief*, or designee, “modified” work shifts shall remain fixed on the calendar, but may be adjusted by an employee provided the adjustment does not result in overtime and does not interfere with the established plans of a shift, or upon mutual agreement of the *Chief* and the impacted employee(s).

The assigned work schedule and work hours for employees designated as SWAT operators may vary from the regular work schedule (above) during work cycles in which the SWAT operator attends mandatory training or a preplanned deployment that is scheduled at least fourteen (14) days prior to the training/deployment. In the event of such scheduled mandatory SWAT training or preplanned deployment, the affected SWAT operator and his supervisor will mutually agree to deviations from the SWAT operator’s regular work schedule to avoid the occurrence of unnecessary overtime.

Section 5.4 Duty Shift Assignment

Duty shifts will be assigned by the *Chief* or a designee for a minimum of six (6) months with consideration given to seniority, collateral assignments and/or effective and efficient deployment of staffing resources.

The *Chief* reserves the right to assign an alternate work cycle for employees whose duty assignments preclude the use of the regular work cycle.

Section 5.5 Temporary or Emergent Needs

The *Chief* may change the work schedule or work hours to meet temporary or emergent departmental needs.

Section 5.6 Mandatory Training

Mandatory training is defined as any training hours required by the *Chief* or designee.

Twice per year, once following the annual shift bid before the start of the first shift rotation, and once before the start of the second shift rotation (see Section 5.3), the *Chief* or designee may preschedule upcoming mandatory training, up to a maximum of five (5) calendar days per six (6) month shift rotation. The prescheduling of mandatory training occurs before paid leave bidding (see Attachment C to this Agreement) or the selection of “modified” work shifts (see Section 5.3). However, before mandatory training is prescheduled on the calendar for each upcoming shift rotation, employees may blackout up to two blocks of leave, up to a total of seven (7) shifts.

For each block, shifts selected for blackout must be consecutive. For example, an employee may blackout one block of four (4) consecutive shifts in one month, and blackout a second block of three (3) consecutive shifts in another month. The sole purpose of the blackout dates is to afford employees an opportunity to reserve a block of time upon which mandatory training cannot be prescheduled.

When prescheduling mandatory training, if multiple dates exist for the same training opportunity, the *Chief* or designee will consult with employees over their preferred choice, although employees are not guaranteed their preferred choice based on schedule availability or other conflicts. Mandatory training shall not be scheduled on any holidays observed in Section 10.2 of this Agreement. Once mandatory training is prescheduled on the calendar, an employee's work schedule may not later be adjusted for purposes of attendance at mandatory training. However, employees who request voluntary training or request to reschedule mandatory training may be required to change their work schedule to accommodate their request.

During the calendar year, outside of the prescheduling process described above, additional training may be scheduled by the *Chief* or designee, provided it is with mutual agreement of the impacted employee(s), is scheduled on an employee's regularly scheduled day of work, or is paid on an overtime basis.

Section 5.7 Detective, Bicycle Officer, and School Resource Officer Work Cycles

Police officers assigned as *detectives*, *dedicated bicycle officers*, and *school resource officers* shall be scheduled forty (40) hours in a seven (7) day work period. Due to the nature and unpredictability of these assignments, a regular work schedule is not established. The combination of scheduled work hours during the seven (7) day work cycle shall not exceed forty (40) hours. Scheduled work shifts should not be less than five (5) hours per day, nor in excess of twelve (12) hours per day. Daily work shifts, or assigned work days, may be subject to modification at any time by the *Chief* or a designee based on the needs of the department.

Section 5.8 Meal and Rest Periods

A work day shall normally include a sixty (60) minute meal period and two fifteen (15) minute rest periods. All employees are subject to immediate call during meal and rest periods for which no overtime or additional compensation shall be paid.

Section 5.9 Callback

If an employee is called to duty and the callback time is not connected to the assigned working hours that day, the employee will be paid at a rate equivalent to one and one-half (1½) times the employee's regular rate of pay for a minimum of three (3) hours. Callback time begins when the employee reports to the worksite, with the exception of K-9 officers. For K-9 officers called to duty, callback time shall begin when the K-9 signs into service, and concludes when the K-9 is secured.

Section 5.10 Court Appearances

Any off-duty employee who, as a result of departmental duties, is required to appear in court shall be compensated at callback time as defined in *Article 5, Section 5.9*. The employee will reimburse the *City* for any subpoena or witness fee received.

Section 5.11 Auto Vehicle Locator

The *City* has or will implement Auto Vehicle Locator (AVL) technology in its vehicles which are operated by bargaining unit employees. The *City* agrees that it will not review AVL data solely to generate any complaints against bargaining unit employees. AVL data may be used as evidence to support allegations of misconduct made against a member by a known complainant. The *Guild* agrees that in general, the AVL technology is valid for purposes of admissibility in a grieving hearing, however, the *Guild* may challenge the reliability of the AVL evidence in specific instances. AVL data shall not be used to monitor or evaluate a bargaining unit employee's performance without just cause. If AVL data is relevant to an investigation, prior to any interview of the accused, the data shall be provided with a reasonable amount of time to review the data prior to commencing the interview.

Section 5.12 Daylight Savings

Effective January 1, 2024, employees who are working on the graveyard shift when the clocks are moved back one hour to Standard Time will be paid one hour at the overtime rate of time and one-half. In this case, the employee is working one (1) hour in excess of their normal work day. Employees who are working on the graveyard shift when the clocks are moved forward one hour to Daylight Savings time shall receive one hour's straight time pay in the form of a Daylight Savings premium to make up for the missing hour caused by the time change.

Article 6 OVERTIME & COMPENSATION

Overtime work is hours worked in excess of the assigned daily schedule. All overtime must be authorized by the *Chief* or his designee.

Section 6.1 Overtime Compensation

Overtime work shall be compensated at one and one-half (1.5) times the employee's regular straight-time rate of pay.

Section 6.2 Compensatory Time Off

In lieu of overtime pay, employees may choose to earn compensatory time off at the rate of one and one-half (1 ½) hours off for each hour of overtime earned. Compensatory time off is not available for overtime assignments funded by an outside entity or through state/federal grant funding. The use of compensatory time off shall be requested by an employee and shall be subject to the same approval process as annual and/or holiday bank leaves. The maximum accumulation of compensatory time off shall be eighty (80) hours. Any accrual over eighty (80) hours shall be paid as overtime in the pay period it is earned. Compensatory time balances may be carried over from calendar year to calendar year. As of July 1, 2015, employees who currently have compensatory time banks in excess of eighty (80) hours are permitted to keep their balances, but may not earn additional compensatory time outside of the 80-hour cap.

Section 6.3 Overtime Calculations

Overtime calculations shall begin when the employee arrives at the worksite. Time paid but not worked i.e. holidays, holiday bank hours, sick leave, bereavement leave, vacation, compensatory

leave or leave without pay, shall be excluded from the computation of daily hours worked when computing overtime hours.

Section 6.4 Limitation of Daily Hours

In no case shall an *Employee's* work day exceed fourteen (14) hours in a twenty four (24) hour period unless prior supervisory approval is obtained.

If the K-9 officer houses the canine, for the purpose of this limitation and for purposes of scheduling compensable time, K-9 officer's work hours include specified in-service time, drive time from the station to the officer's residence, and an additional sixty (60) minutes per scheduled work day. The additional sixty (60) minutes of paid work time per scheduled work day is intended to compensate the K-9 Officer for the time it takes to feed, care for, and maintain the canine and the assigned K-9 vehicle outside of the time he or she is in service, including time spent on his or her regular days off within the same work cycle. If care for the canine and/or K-9 vehicle will require more than the allotted out of service care time in a given work cycle, the K-9 officer shall notify his or her supervisor and seek approval to work the additional time prior to or as soon as practical after realizing the additional time that will be required.

Section 6.5 Fair Labor Standards Act Overtime Rights

Nothing described herein lessens the *employee's* rights to overtime compensation under the *Fair Labor Standards Act*.

Article 7 SALARIES

Section 7.1 Salaries

The rates of pay covered by this *Agreement* shall be set forth in *Attachment A, Salary Schedule* which is incorporated herein by this reference.

Section 7.2 Step Increases

An employee shall receive a step increase on his or her Anniversary Date provided his or her performance meets the standards, expectations, and requirements of the position at the time of his or her most recent Annual Evaluation. If an employee fails to meet such standards, expectations and requirements, and if at the employee's subsequent evaluation (regularly conducted every six (6) months for employees assigned to patrol, with all other employees evaluated annually; any employee who fails a performance evaluation will be given a follow-up evaluation within six (6) months), the employee meets the standards, expectations and requirements of the position, then the employee shall receive the applicable step increase starting on the first day of the regular pay period after the subsequent evaluation is completed. In no case shall a step increase cause the employee's salary to exceed the top step of the salary range.

Article 8 PREMIUM PAYS

Section 8.1 Eligibility

Except as where expressly provided in this Article, Employees shall not be eligible for more than one type of premium pay that falls under this Article 8 at any one time. If an Employee is assigned to two or more separate roles that both qualify for premium pay at different rates, the

Employee will receive the higher of the two premiums during the time such dual roles are assigned.

Section 8.2 Premium Pay for Field Training Officer

Officers who are assigned to field train a new hire shall receive five percent (5%) of their base pay in addition to their base pay for each day they perform as *Field Training Officer (FTO)*, also known as or referred to as a Patrol Training Officer (PTO) (hereinafter referred to as the “*Field Training Officer (FTO)*”).

Corporals who are assigned to field train a new hire shall receive five percent (5%) of their base pay in addition to their base pay, and in addition to either the three percent (3%) or five percent (5%) *Corporal* premium provided in Section 8.6, for each day they perform as *Field Training Officer (FTO)*. No other stacking of premiums is permitted.

Sergeants who are assigned to field train a new hire shall receive five percent (5%) of their base pay in addition to their base pay for each day they perform as *Field Training Officer (FTO)*.

Section 8.3 Premium Pay for Detective and Detective Sergeant

Officers appointed as full-time *Detective* shall receive a five percent (5%) premium in addition to their base salary. *Sergeants* appointed as full-time *Detective Sergeant* shall receive a six percent (6%) premium in addition to their base salary.

Section 8.4 Premium Pay for School Resource Officer and K-9 Officer

Employees appointed as full-time *School Resource Officer* or *K-9 officer* shall receive a three percent (3%) premium in addition to their base salary.

Section 8.5 Premium Pay for Traffic Unit Officers

Employees appointed as full-time Traffic Unit officers shall receive a three percent (3%) premium in addition to their base salary. Other terms and conditions governing the Traffic Unit are stated in Attachment E to this Agreement.

Section 8.6 Premium Pay for Corporal

Officers assigned as full time Corporals shall receive a three percent (3%) premium in addition to their base pay for the duration of the assignment to Corporal status. In accordance with the terms and conditions of Attachment B, the Chief will assign no more than four *Officers* to Corporal status.

Corporals who are assigned primary supervisory responsibility in the temporary absence of a sergeant or acting sergeant assigned to the same shift for a period of time in excess of 7 consecutive regularly scheduled work shifts, during which the regularly assigned sergeant or acting sergeant does not perform any normal duty assignments, shall receive a 5% premium applied to his/her base monthly salary for every day within that period in excess of the initial 7 consecutive work shifts. This premium will not be in addition to the 3% Corporal premium.

Section 8.7 Acting Chief Pay

Sergeants formally designated as Acting Chief shall receive a 5% premium in addition to their base salary for each day they perform as Acting Chief.

Article 9 INCENTIVE PAYS

Section 9.1 Educational Incentive Program

An education premium shall be paid at one of the following rates to employees who have successfully completed a prescribed course of study through an accredited institution as set forth below and successfully completed the probationary period.

Level of Education	Monthly Base Salary Premium
▪ associate's degree	Two percent (2%)
▪ <i>bachelor's degree</i>	<i>Four percent (4%)</i>
▪ master's degree in an Approved Field of Study	Five percent (5%)

For the purposes of this section, an *Approved Field of Study* is designated to be:

- Business Administration
- Education
- Political Science
- Sociology
- Criminology
- English
- Psychology
- Computer Science
- Law & Justice
- Public Administration

All bachelor's degrees will be paid at 100% of the educational premium; no *Field of Study* restrictions apply to bachelor's degrees.

Employees hired prior to *July 1, 1995*, who earned 90 quarterly college credits or the equivalent towards a bachelor's degree prior to January 1, 2012 shall be entitled to a two percent (2%) monthly base salary premium.

An *Employee* who does not possess an associate's degree, but who enrolls and obtains a minimum grade of a C in classes in an *Approved Field of Study* is eligible for tuition reimbursement, as per the *City's* personnel policies, in an amount not to exceed five hundred dollars (\$500) on an annual basis (*January 1 to December 31*).

Section 9.2 Longevity

An employee shall receive a longevity premium provided they have met all of the following criteria:

- A. have consistently met standards, expectations, and requirements of the position; and
- B. have been employed as a commissioned officer of the *City of Mill Creek* for a minimum of seven (7) years of completed service (*i.e.*, 84 months).

Longevity premiums shall be awarded based on years of service as a commissioned officer of the *City of Mill Creek* according to the following schedule:

Greater than 7 years	Greater than 10 years	Greater than 15 years	Greater than 20 years	Greater than 25 years
2%	3%	4%	5%	6%
<i>All longevity premiums are calculated on base pay and are not cumulative.</i>				

If the employee fails to meet standards, expectations, and requirements of the position, the longevity premium will expire. If, at the employee’s subsequent evaluation (regularly conducted every six (6) months for employees assigned to patrol, with all other employees evaluated annually; any employee who fails a performance evaluation will be given a follow-up evaluation within six (6) months), the employee meets the standards, expectations, and requirements of the position, then the employee shall receive the longevity premium according to the above schedule.

Section 9.3 Stacking

Employees may stack eligible longevity and education premiums when they have been employed as a commissioned officer of the *City of Mill Creek* for a minimum of seven (7) years of completed service (*i.e.*, 84 months).

Article 10 LEAVES

Section 10.1 General

Accrued Annual Leave and Holiday Bank hours shall be scheduled in accordance with the July 10, 2012 Memorandum of Understanding, as amended, that is attached and incorporated by reference herein as Attachment C.

Section 10.2 Holidays

A. The *City* observes the following ten (10) holidays: *New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day.* Juneteenth will be an added holiday starting in 2023.¹

Section 10.3 Holiday Bank

¹ The City Council adopted Juneteenth in 2023.

- A. In lieu of holidays listed in *Section 10.2.A*, all *Employees* who have completed the Academy will receive eighty (80) hours of holiday bank on January 1 of 2022 . On January 1 of 2024, employees who have completed the Academy will receive ninety-six hours of holiday bank on *January 1* of each year. These hours are banked and can be used in the same manner as annual leave. While attending the academy, holidays are taken and paid on the days City Hall closes in observation of the holiday to the extent the academy is closed for the holiday on the same day. In instances where an entry level employee completes the academy mid-year, the employee will receive holiday bank equivalent to the number of holidays remaining in the year as of the completion of the academy. New lateral employees who are fully-commissioned at the time of hire will receive a holiday bank equivalent to the number of holidays remaining in the year as of the date of the employee's first day of scheduled work.
- B. Banked holiday hours may be used at any time during the year provided that:
1. Requests to use banked holiday hours shall be submitted in accordance with *Article 10, Section 1*,
 2. Employees shall be paid for any unused banked holiday hours for holidays occurring between *January 1* and the time of the *employee's* separation from the *City* within that same calendar year; and,
 3. Employees shall reimburse the *City* for any holiday hours used in advance of the holiday occurring at the time of an employee's separation from the *City*. Reimbursement shall be deducted from the employee's final paycheck. At the time of hire, employees shall acknowledge this term of employment by signing the form exhibited as *Attachment D*.
- C. All unused banked holiday hours shall be forfeited at the end of each calendar year. If the *City* cancels an employee's approved banked holiday hours request during the period *November 15* through *December 31* of any year and the time off cannot be rescheduled to a mutually agreeable time prior to the end of the calendar year, provided the employee has had their written request for leave approved by the *Chief* or his designee at least forty-five (45) calendar days prior to the leave, the *City* agrees to allow carryover of the canceled banked holiday hours until *March 31* of the subsequent year.
- E. Employees who start a shift on the calendar date of an observed holiday shall receive pay for that shift at one and one-half (1.5) times their regular rate of pay.
- F. Employees who are working outside their regularly scheduled hours on a holiday as defined in Section 10.2 above shall receive pay for the overtime hours at two (2) times their regular rate of pay.

Section 10.4 Annual Leave

Annual leave shall be granted to all *Employees*.

- A. Paid annual leave will be granted according to the following schedule and will be accrued monthly.

Months of Service	Hours per Month
0-48	8
49-84	10
85-120	12
121-180	14
181+	16

- B. The maximum number of annual leave hours which may be carried over from December 31 of one year to January 1 of the next year is three hundred (300) hours. Accrued hours in excess of three hundred (300) will be forfeited. If the *City* cancels an employee's approved vacation request of more than four (4) consecutive days during the period *November 15* through *December 31* of any year and the time off cannot be rescheduled to a mutually agreeable time prior to the end of the calendar year and such cancellation causes the accrual to go over the three hundred (300) hour limit, provided that the employee has had their written request for leave approved by the *Chief* or his designee at least forty-five (45) calendar days prior to the leave, the *City* agrees to allow the carryover of any time over three-hundred (300) hours of the canceled annual leave until *March 31* of the subsequent year.
- C. All employees are encouraged to take annual leave during the year in which it is earned. After one (1) year of employment, employees shall take a minimum of five (5) days of annual leave per calendar year. The minimum increment in which annual leave may be taken is one (1) hour.
- D. Upon an employee's separation from the *City*, the *employee* or beneficiary shall be paid for unused annual leave at their current rate of pay. Cash payment for unused annual leave upon separation may not exceed three-hundred (300) hours.

Section 10.5 Sick Leave

- A. Any employee who expects to arrive late or to be absent from work must advise their supervisor or the *Chief* as early as possible before the employee's scheduled starting time, but for swing and graveyard shift employees, this notice shall normally be not less than two (2) hours before the employee's scheduled starting time. Frequent tardiness or absenteeism will be treated as a cause for disciplinary action to the extent permitted by law.
- B. Sick leave with pay for full-time regular employees shall be accrued at the rate of eight (8) hours per month. Effective the first month after contract signing, the sick leave accrual rate shall be at the rate of 0.05 hours for each hour compensated, including overtime. Employees may accrue sick leave without limit, however, an employee may only carry-over a maximum of one thousand forty (1,040) hours, or six (6) months at the end of each calendar year. Employees who are granted paid sick leave shall continue to accrue sick leave at the indicated rate during such absence. Employees on an approved leave with pay shall continue to accrue sick leave during such absence. Employees shall not accrue sick leave when on leave in an unpaid status. If leave is partially paid and partially unpaid during a single pay period, it will be prorated in the same manner as part-time regular employees.

C. An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

1. illness or physical incapacity of the employee,
2. forced quarantine of the employee in accordance with community health requirements,
3. physical or mental health examinations of employee or member of employee's immediate family,
4. extension of bereavement leave,
5. to care for the employee's child because the child has a health condition that require treatment or supervision, or
6. to care for the employee's spouse, parent, parent-in-law, or grandparent who has a serious health condition or an emergency condition.
7. When an employee is eligible under the Family Medical Leave Act to take bonding leave to bond with his or her child that was born or adopted within 12 months of the use of such leave, up to 16 hours of accrued sick leave may be used concurrently with approved FMLA bonding leave even if the employee's child or spouse does not have any health condition requiring treatment, supervision or care.
8. Any other use required by law.

Sick leave shall be taken in no less than fifteen (15) minute increments.

D. For absences exceeding three consecutive work days , the Chief and/or the City's human resources representative may require the employee to obtain verification from a health care professional that the sick leave is for an authorized purpose under this Agreement or by applicable law . Failure to obtain verification may be cause for denial of sick leave pay for the period of absence

E. Any employee found to have abused sick leave by falsification or misrepresentation may be subject to disciplinary action, to the extent permitted by law.

F. Employees shall not be paid for any unused sick leave benefits upon separation of employment except in the following circumstances:

1. *Employees who* have served the *City* for a period of ten (10) consecutive years shall receive twenty-five percent (25%) of their unused sick leave balance upon retirement from law enforcement. Retirement means:
 - a. an *Employee* is no longer working for the *department* or another law enforcement/security position, and;
 - b. the *Employee* has applied for, is eligible and is receiving retirement benefits through the LEOFF retirement system.
2. *Employees who* die while off-duty at any time during their employment with the *City* will receive twenty five percent (25%) of their unused sick leave balance.
3. *Employees who* are killed in the line of duty will receive one hundred percent (100%) of unused sick leave balance. The *Employee* must be a current *employee* of the *City of Mill*

Creek and must be performing official duties consistent with the laws, regulations, and policies of the *City of Mill Creek* at the time of death.

Section 10.6 Leave Related to the Birth or Adoption of a Child

Employees who miss work due to pregnancy related complications or illness shall be granted all rights and benefits as an employee off work due to illness. In addition, the City will provide all state and federal benefits and rights required to be provided to employees relating to the birth or adoption of a child, including, but not limited to, those benefits required pursuant to the Family Medical Leave Act, the Washington Paid Family and Medical Leave Act, Washington State Family Care Act, and the Washington Law Against Discrimination.

Section 10.7 Jury Duty

Time off with pay will be granted for jury duty provided that they return to work on any day they are excused from service, when four or more hours of the employee's scheduled work day remain.

Section 10.8 Unpaid Leave of Absence

Leaves of absence without pay may be granted at the discretion of the *City Manager* for good cause. Prior to leave without pay being granted, all annual leave time, compensatory time off, holiday bank hours, and the floating holiday must be exhausted. If the leave qualifies for one of the allowed uses listed in Section 10.5.C of this Agreement, accrued sick leave must also be exhausted. At any time during the leave of absence, for good cause or to maintain the efficiency or effectiveness of the department, the *City Manager* may require the employee to return to work. No annual or sick leave benefits or any other benefits shall accrue, or be paid, while an employee is on leave without pay. An employee on an approved leave of absence without pay may continue their health insurance benefits by paying the full premium cost to the *City* in advance for each month of absence to the extent permitted by the plan and applicable law.

Section 10.9 Military Leave

- A. Any *Employee* who is a member of the *Washington National Guard* or *Federal Reserve Military Unit* is entitled to be absent from their duties with the *City* with full pay for up to twenty-one (21) days during each calendar year while engaging in the performance of officially ordered military duty and while going to or returning from such duty. Such leaves shall be in addition to any other leaves or annual leave benefits. During the period of military leave, the employee shall continue to accrue all leave benefits and to receive their normal rate of pay.
- B. Employees who are called or volunteer for services with the *Armed Forces of the United States* or the *Washington National Guard* are entitled to be considered for reinstatement in accordance with the provisions of the laws of the *State of Washington*.
- C. An employee promoted to fill a vacancy created by a person serving in the armed forces will hold such position on a temporary basis, subject to the return of the absent *employee*. The promoted employee may be restored to the position he held previously or another equivalent position, if available.

- D. A new employee hired to fill a vacancy created by a person serving in the armed forces shall hold such position subject to the return of the absent employee. The new employee may be placed in an equivalent position or, if no such position exists, may be subject to separation.

Section 10.10 Bereavement Leave

- A. In the event of a death in the employee's immediate family, the employee may be granted leave of absence not to exceed three (3) working days with pay.
- B. For bereavement leave purposes the employee's immediate family is defined as the employee's spouse, child, parent, brother, sister, guardian or grandparent, mother-in-law, father-in-law, or any other person residing with or legally dependent upon the employee. Unusual circumstances may receive individual consideration by the *City*.

Section 10.11 Temporary Assignments and Light Duty

Employees who have a verified medical condition that substantially restricts or prohibits them from performing their primary duty assignment may be afforded a temporary or light duty assignment if such assignment is available. The *Chief*, or a designee, may accommodate requests for temporary or light duty assignments, when available, under the following conditions:

- A. A temporary or light duty assignment shall be available only during the period of time that the employee is unable to perform their primary assignment.
- B. The employee is qualified and capable of performing the temporary or light duty assignment.

If available, temporary or light duty assignments will not conflict with any restrictions or required accommodations as defined by the employee's physician.

Temporary or light duty assigned employees will be scheduled by, and work under the direct supervision of, an assigned sergeant, commander or the Chief.

Temporary or light duty assignment requests, under normal circumstances, will only be considered if the anticipated duration of the medical condition is two (2) consecutive calendar weeks or more. The anticipated duration must be verified in writing by a physician prior to consideration.

The *City* will first make use of all available temporary or light duty assignments within the police department operation. If a temporary or light duty assignment is not available within the police department, or if those available hours/duties have been expended, the employee may be offered another assignment within the *City* if available. If a temporary or light duty assignment is offered and accepted outside of the *department*, including passports, the employee will be compensated at a rate of pay for that position classification. Such compensation may be less than the employee's standard hourly/monthly rate of pay.

If an employee gains advance knowledge of a medical condition that may be cause to request a temporary or light duty assignment, the employee is encouraged to provide the *City* notice as soon as possible and practical.

If two (2) or more employees request temporary or light duty assignments during the same time period, or if requested periods overlap, the *Chief* will consider such requests based on the following criteria in order of importance:

1. date that the temporary or light duty request was received.
2. preference will be given to medical conditions that occurred on-duty.
3. seniority of the employee, without preference to rank or assignment.

Article 11 HEALTH AND WELFARE

Section 11.1 Eligibility for Benefits

- A. Employees are eligible for employee benefits as described in *Articles 8, 9, and 10*.

Section 11.2 Health Care Insurance

- A. Employees have the option of enrollment in one of two health care insurance plans offered by AWC. Employees may select either AWC HealthFirst 250 or the AWC HDHP with optional HSA.
- B. Health care insurance may only be purchased in increments of one month. New employees are eligible for coverage on the first day of the calendar month following employment. However, employees hired on the first day of the calendar month shall be eligible for health care coverage immediately.
- C. When an employee is separated from employment with the *City*, health care insurance benefits will continue until the last day of the month of separation from employment. The *City* will pay its portion of the premium cost for that entire month and the employee is responsible for his/her share of the premium, if applicable.
- D. The *City* shall contribute one hundred percent (100%) of the premium for the employee's dental and vision insurance, and one hundred percent (100%) of the premium for dependents' dental and vision insurance. However, Employees agree that they will pay the additional monthly amount equal to the difference in premiums between Dental Plan A and Dental Plan F for any given year.

Effective January 1, 2024, employees have the option of enrollment in one of the two dental plans offered by AWC: Delta Dental Plan F or Willamette Dental \$15 Copay Plan. The *City* shall contribute one hundred percent (100%) of the premium for the employee's dental and vision insurance and one hundred percent (100%) of the premium for dependent's dental and vision insurance.

For any AWC health care insurance plan selected, the *City* shall contribute ninety percent (90.0%) of the premium for the employee's medical insurance, and ninety percent (90.0%) of the premium for dependents' medical insurance.

Employees who enroll in the AWC HDHP with HSA option shall receive fifty percent (50.0%) of the premium cost-savings from the other applicable AWC health care insurance plan offered by the *City* (*i.e.*, AWC HealthFirst 250). A dollar amount equal to fifty percent (50.0%) of the premium cost-savings from the premium level enrolled (*e.g.* employee only, employee + 1 dependent, etc.) will be deposited by the *City* into employees' HSAs on a monthly basis. HSA contributions will only be made for the employee and dependents who

are enrolled in the AWC HDHP with HSA. If an Employee enrolls in the AWC HDHP and declines coverage for any dependents, no HSA contributions will be made for such dependents. However, an Employee declining coverage for dependents may be eligible for alternative fringe benefits pursuant to Section 11.2.E. Employees will be responsible for all administrative fees charged by the bank administering the employee's HSA.

- E. The *City* will provide employees with a *Section 125* plan that allows for any premium payment made in accordance with that plan to be made on a pre-tax basis. Any employee hired on or before July 1, 2015 who chooses not to purchase health insurance benefits for themselves or their eligible dependents may choose to have the *City* pay up to fifty percent (50%) of the amount that the *City* would have contributed towards employee/dependent health insurance for use towards a choice of alternative fringe benefits, subject to any taxes or withholdings required by law. This choice does not apply to any employee who declines coverage because they are an eligible dependent of another full-time employee.

The choice of alternative fringe benefits include legally accepted *Section 125* expenditures, alternative insurance coverage (to the extent permitted by the Affordable Care Act without penalty to the *City*), or deferred compensation contributions. Employees have no right to receive cash in lieu of these alternative fringe benefits. Employees may choose during the *City's* open enrollment period whether they will waive insurance coverage for eligible dependents. Re-enrollment to *City* coverage can be accomplished during the open enrollment period or immediately if other coverage is terminated, as provided in *City* coverage re-enrollment contracts. Upon re-enrollment, payment towards alternative fringe benefits will be reduced or eliminated accordingly.

To comply with the requirements of the Affordable Care Act (ACA) or otherwise avoid IRS penalties imposed in conjunction with the ACA, the *City* may require employees who choose to participate in the benefit described in this Section to provide proof of enrollment in other employer-sponsored group health coverage (*e.g.* proof of coverage through the employer of a spouse). Employees' participation in the benefit described in this Section may be restricted by the *City* if it will result in a violation of the ACA or otherwise result in the imposition of penalties, and subject to the restrictions of Section 11.2.F below.

- F. An employee who is eligible for *City*-provided insurance coverage may elect to decline medical and/or dental coverage provided that the *City* is able to maintain its required underwriting participation requirements. An employee may not decline participation in vision insurance coverage. When the participation requirement threshold is reached, the opportunity to decline coverage will be extended to employees on the basis of seniority. The option to decline, and any re-enrollment options, will be subject to any and all underwriting requirements put forward by the provider.

Section 11.3 Municipal Employee Benefit Trust (MEBT)

- A. Each employee shall contribute one hundred percent (100%) of the amount of the current employee's tax under the *Federal Insurance Contributions Act* to *MEBT*, and the *City* shall contribute one hundred percent (100%) of the current employer's tax under the *Federal Insurance Contributions Act*.

- B. Each employee shall notify the *Plan* Administrator on the designated form at least thirty (30) days prior to the anniversary date of the *Plan* of their intention to make any extra employee contributions. Extra employee contributions shall be limited per the MEBT plan document. Such extra employee contributions may be handled through deductions from monetary compensation each pay period.
- C. Benefits shall vest according to the *MEBT* plan.

Section 11.4 Deferred Compensation Plan

Employees may defer a portion of their taxable income into a retirement savings plan which is subject to federal rules and regulations governing deferral limits, tax liability, and restrictions on withdrawals.

Section 11.5 Retirement Program

Employees are required to participate in the *Law Enforcement Officers' and Fire Fighters' (LEOFF) Retirement System* as long as their compensated hours continue to qualify them for service credit under the appropriate plan. Participating employees shall pay any required amounts towards the contribution costs by means of a payroll deduction.

Article 12 GRIEVANCE PROCESS

The grievance procedure is established to further good employee/employer relations by providing employees with a means for airing problems or complaints regarding their employment with the *City*. It is the *City's* policy to provide appropriate avenues of communication to meet a variety of needs and to encourage honest and open communication in the employee/supervisor relationship. Employees and supervisors are encouraged to resolve problems and pursue solutions through an informal process of communication and problem-solving. It is in the interests of the organization that problems be resolved at the lowest level possible. If, however, an employee feels that after working with their supervisor a satisfactory solution has not been reached, a formal grievance may be filed. No retaliation, disciplinary action or discrimination shall occur because of the filing of a grievance, nor shall such filing prevent the *City* from taking appropriate personnel actions.

Section 12.1 Definition and Eligibility

A grievance is a dispute, disagreement, or complaint by an employee or party to the agreement alleging a violation of this agreement. Employees who are still in their trial period are not eligible to grieve their discharge. Claims of employment discrimination, other than those related to union membership, or any harassment related claim, are not subject to the grievance procedure.

Grievances not involving disciplinary actions shall be made only as provided in *Section 2* of this *Article*. Grievances involving disciplinary actions may be made either as provided in *Section 2* of this *Article* or through the civil service appeals process, but not both. The *Employee* shall be deemed to have selected an alternative when a written notice is first filed under either alternative. No relief shall be available through the *civil service* appeals process as to any matter which has been submitted as a grievance under the terms of this agreement or as to any matter not within

the jurisdiction of the *Civil Service Commission*.

Grievances shall be submitted in writing and contain: (1) a brief description of the facts, (2) the Article or Section of the Agreement violated, and (3) the remedy requested. The grievance shall be dated and signed by the employee or Guild representative.

Section 12.2 Procedure

A grievance shall be handled in the following manner:

- Step 1. The Employee or Guild representative will present the grievance to the employee's supervisor within fourteen (14) calendar days of its alleged occurrence or when the *Employee* should reasonably have discovered the alleged occurrence. The supervisor shall respond, in writing, to the complaint within fourteen (14) calendar days of receiving the complaint.
- Step 2. In the event no agreement is reached or the *Employee* is not satisfied with the outcome, the Employee or Guild representative may submit a written complaint to the *Chief* within ten (10) calendar days of receipt of the unsatisfactory response. Acknowledgment of *Employee's* complaint shall be made in writing within five (5) calendar days, and every effort shall be made by the *Chief* to resolve the complaint, in writing, within ten (10) calendar days of its acknowledgment.
- Step 3. In the event no agreement is reached or the *Employee* is not satisfied with the outcome, the Employee or Guild representative may submit a written complaint to the *City Manager* within ten (10) calendar days of receipt of the unsatisfactory response. The *City Manager* shall acknowledge receipt of the complaint, in writing, within five (5) calendar days of its presentation. The *City Manager* may conduct an informal hearing or investigation of the grievance. The *City Manager's* decision, in writing, shall be made within twenty (20) calendar days of the acknowledgment.
- Step 4. Without limiting the definition and eligibility of a grievance as described above, *Step 4* does not apply to written reprimands. In the event no agreement is reached or the *Employee* is not satisfied with the *City Manager's* decision from Step 3, the Guild may submit a written *Notice of Arbitration* to the *City Manager* within ten (10) calendar days of receipt of the unsatisfactory response. The *City Manager* shall acknowledge receipt of the *Notice of Arbitration*, in writing, within five (5) calendar days of its presentation. The arbitration shall proceed as follows:
 - a) The cost of any hearing room and the cost of a shorthand reporter, if any, shall be borne equally by the *City* and the *Guild*. Each party shall pay the expenses of their own representatives. The cost and expenses of the arbitrator shall be borne solely by the non-prevailing party. In the event the arbitrator is unable to determine who the prevailing party is, those expenses shall also be borne equally by the *City* and the *Guild*.
 - b) Within ten (10) calendar days of acknowledging the *Notice of Arbitration*, the parties shall attempt to take steps to identify an arbitrator. The Public Employment Relations

Commission (PERC) shall appoint an arbitrator when required by RCW 41.58.070, following the process set forth in state law. In all other cases the parties shall attempt to jointly choose an arbitrator. If after ten (10) calendar days, the parties have not been able to reach agreement on an arbitrator, they will jointly apply in writing to the nearest office of the *American Arbitration Association (AAA)* or another arbitration service agreed to by the parties for a list of five (5) arbitrators. Within three (3) calendar days of receiving the list of arbitrators each party shall strike two (2) names. The party to do so first shall be determined by coin flip. The remaining un-stricken name shall serve as arbitrator for the grievance.

- c) The administrative record of the grievance shall be provided by the *City* to the arbitrator at least three (3) days before the arbitration session commences.
- d) The parties shall attempt to agree on a location for the arbitration. If the parties are unable to agree, the arbitration shall occur at the location determined by the Arbitrator. The *Employee* shall be entitled to appear at the arbitration with a *Guild Representative*. Both parties shall be allowed to have legal representation. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify in any way the terms of this *Agreement*, but shall be restricted solely to resolving the issue presented by the challenged action.
- e) The arbitration shall be completed and a decision issued within thirty (30) days of the deadline for submitting post-hearing briefs to the arbitrator. The arbitrator's decision shall be written, shall review the facts of the grievance and the arbitrator's conclusions, shall state the arbitrator's decision on the issues presented, and shall identify the prevailing party.
- f) Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the parties by mutual written agreement. All dates shall be calculated as calendar days.

Article 13 WORK STOPPAGES

The *City* and the *Guild* agree that the public interest requires efficient and uninterrupted performance of all *City* and departmental services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the *Guild* shall not cause or condone and no Employee shall commit any work stoppage, including any strike, slowdown, refusal to perform assigned duties, sick leave, or other absence which is not bona fide, or other interference with *City* or departmental functions. In the event of such work stoppage or interference, the *Guild* agrees to take every appropriate step to promptly end such work stoppage or interference.

Article 14 UNIFORMS

Section 14.1 Uniform Issuance and Replacement

Each Employee who is required to wear a uniform will be issued uniforms pursuant to the *City's* uniform policy. The *City* shall replace at the *City's* expense any *City* issued uniform that is no

longer serviceable as a result of on duty damage or wear and tear.

Employees assigned to specialty rotations (*e.g.*, K-9 officers, Traffic Unit officers, etc.) will be provided all equipment necessary to perform the duties of the specialty rotation pursuant to the *City's* uniform policy.

Section 14.2 Uniform Cleaning

Upon receipt of a dry cleaning bill, the *City* shall pay a selected dry cleaner the cost of cleaning one (1) uniform shirt and pants four times per fourteen (14) day cycle. The *City* shall pay for cleaning of sweaters and outerwear two (2) times per year. The *City* shall not pay for the cost of cleaning jumpsuits unless otherwise provided by *City* policy. If the *City* requires detectives to regularly wear a suit and tie on a daily basis as a regular required uniform while working at the Police Department, the *City* will pay a selected dry cleaner the cost of cleaning such uniform. The *City* will not pay cleaning costs under this Section for times a Detective is required to wear a suit and tie for a special circumstance, such as attendance in court.

Section 14.3 Bullet-Proof Vests

The *City* will provide bullet-proof vests which shall be worn in accordance with the *Police Department Policy & Procedures Manual*.

Section 14.4 Annual Equipment Allowance

On or about January 10 of each calendar year, the *City* shall provide Employees with a flat-rate payment of \$125.00 for the purchase of duty-related equipment not provided by the *City* (*e.g.* footwear, collar microphones, etc). Receipts are not required. Newly-hired employees shall be given a flat-rate payment of \$250 on the date they are hired but will not qualify for additional payments in the year of their hire.

Article 15 OFF-DUTY EMPLOYMENT

Employees seeking employment during off-duty hours shall submit a written request for approval to the *Chief*, which fully describes the nature of the work to be performed and the hours to be worked. The request will be denied if the *Chief* determines that the off-duty employment involves misuse of the commission, could adversely affect the *Employee's* on-duty work performance, could adversely affect the *Department's* image or efficiency, or could be a conflict of interest.

Article 16 MANAGEMENT RIGHTS

- A. The *Guild* recognizes the prerogative of the *City* to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.
- B. The *City* has the right to schedule overtime work as required in a manner most advantageous to the department and consistent with the requirements of municipal employment and the public safety.

- C. It is agreed by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.
- D. The *City* reserves the right to discharge or discipline an Employee for cause and to lay off personnel for lack of funds or for the occurrence of conditions beyond the control of the *Department*.
- E. The *City* shall have the right to determine reasonable schedules of work and to establish the methods or processes by which such work is performed.
- F. No policies or procedures covered in this *Agreement* shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the *City* or its officials, including but not limited to:
 - 1. The responsibility of the *City Manager* as the *Chief Executive Officer* of the *City* for enforcing the laws of the *State* and *City*, recommending an annual budget or directing the proper performance of all executive departments;
 - 2. The responsibility of the *City Council* for the enactment of ordinances, the appropriation of monies and final determination of employee compensation;
 - 3. The responsibility of the *Civil Service Commission*, as provided by *City* ordinance, for determining status and tenure of Employees, certifying registers, and reviewing appointments for the police service;
 - 4. The responsibility of the *Chief* and designees are governed by ordinances, *Civil Service Rules*, and *Departmental* rules, as limited by the provisions of this *Agreement*, to:
 - a. recruit, assign, transfer or promote members to positions within the *department*;
 - b. take disciplinary action against *Employees*;
 - c. determine methods, means, and personnel necessary for *departmental* operations;
 - d. control *departmental* budget; and
 - e. take whatever actions are necessary in emergencies in order to assure the proper functioning of the *Department*.

Article 17 EMPLOYEE'S RIGHTS

- A. All *Bargaining Unit Members* shall be entitled to the protections that are set forth in this *Article*.
- B. *Bargaining Unit Members* shall be informed in writing about the nature of any investigation that they are requested or directed to participate in by the *Department*, either as a witness or as a suspect. *Bargaining Unit Members* shall be provided with this information within a reasonable period of time (at least seventy-two (72) hours except in the case of a bona fide emergency) before any interrogation or questioning of the *Bargaining Unit Member* commences. The information provided to *Bargaining Unit Members* in this regard shall be sufficient to reasonably apprise the *Bargaining Unit Member* of the specific nature of the allegations that are the subject of the investigation.

- C. Any interrogation or questioning of a *Bargaining unit member* shall take place at a reasonable hour, preferably when the employee is on duty unless the exigencies of the investigation dictate otherwise. Where practical, interrogations shall be scheduled during regular business hours, Monday through Friday.
- D. All *Bargaining Unit Members* who are asked to participate in a *Departmental* internal investigation, either as a witness or as a suspect, will be advised before they are questioned that they have the right to have a *Guild representative* and/or a *Guild attorney* present to advise and/or to assist them during such questioning. Before commencing any questioning, the *City* will also make a reasonable effort to accommodate the schedule of any *Guild representative* or *Guild attorney* that a *Bargaining Unit Member* asks to be present during questioning, so that the representative or attorney of the *Bargaining Unit Member's* choice will have a reasonable opportunity to be present during the questioning given the particular circumstances presented.
- E. Questioning of *Bargaining Unit Members* will be conducted in accordance with the federal and state constitutional and statutory rights of the *Bargaining Unit Member*. For instance, no *Bargaining Unit Member* will be required to take a polygraph examination for any purpose connected with an internal investigation.
- F. Questioning shall not be overly long and *Bargaining Unit Members* will be afforded a reasonable opportunity during the questioning process to attend to personal necessities, meals, telephone calls, and rest periods. *Bargaining Unit Members* will also be provided with a reasonable opportunity to caucus with their *Guild representative* and/or *Guild attorney* upon request during the questioning process.

Article 18 SAVINGS CLAUSE

All provisions of this *Agreement* shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of competent jurisdiction. In such event, either party may request renegotiations of such invalid provisions for the purpose of adequate and lawful replacement thereof. Such findings shall have no effect whatsoever on the balance of this *Agreement*.

Article 19 DURATION OF THIS AGREEMENT

This *Agreement* shall be effective and shall remain in full force from January 1, 2022 through December 31, 2024 , but subject to the conditions and qualifications concerning retroactive application that follow. The parties agree that retroactive application of any contract amendments governing wages and overtime compensation for the period between January 1, 2022 and the execution of the collective bargaining agreement for that period will be paid only to individuals who either (a) are on the payroll as of the date of ratification, (b) has applied for, is eligible and is receiving retirement benefits through the LEOFF retirement system between January 1, 2022 and the date of ratification, or (c) permanently left employment as a result of disability retirement under DRS definition for LEOFF retirement between January 1, 2022 and the date of ratification. All other contract amendments other than those changing wages and overtime pay, will be effective on the first payroll period after the signing of the agreement by both parties.

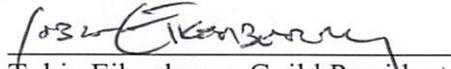
AUTHORIZED SIGNATURES:



Martin Yamamoto, City Manager
City of Mill Creek

6/16/2024

Date



Tobie Eikenberry, Guild President
Mill Creek Officers Guild

6-10-2024

Date

Attest:



Adrian Garcia, City Clerk
City of Mill Creek

6-10-24

Date

Attachment A

to 2022-2024 Labor Agreement

Non-Sergeant's Salary Schedule

January 1, 2022: The following salary schedule shall be in effect, reflecting an 8.0% across the board increase.

Year	Step A (0-12 mo)	StepB (13-24 mo)	StepC (25-36 mo)	StepD (37-48 mo)	StepE (49-60 mo)	StepF (61 + mo)
2021 (Ref. only)	\$5,809	\$6,166	\$6,524	\$6,881	\$7,238	\$7,786
2022	\$6,274	\$6,659	\$7,046	\$7,431	\$7,817	\$8,409
2023	\$6,525	\$6,926	\$7,328	\$7,729	\$8,130	\$8,745
2024	\$6,720	\$7,133	\$7,548	\$7,961	\$8,374	\$9,008

Effective January 1, 2023, the above referenced pay schedule shall be in effect and reflects a 4.0% across the board increase.

Effective January 1, 2024 the above referenced pay schedule shall be in effect and reflects a 3.0% across the board increase.

Sergeant's Salary Schedule

January 1, 2022: The following salary schedule shall be in effect, reflecting an 8.0% across the board increase.

Year	Step A (0-12 months)	StepB (13-24 months)	StepC (25-36 months)
2021 (Ref only)	\$8,176	\$8,585	\$9,015
2022	\$8,830	\$9,272	\$9,736
2023	\$9,183	\$9,643	\$10,126
2024	\$9,459	\$9,932	\$10,429

Effective January 1, 2023 the above referenced pay schedule shall be in effect and reflects a 4.0% across the board increase.

Effective January 1, 2024 the above referenced pay schedule shall be in effect and reflects a 3.0% across the board increase.

Attachment B

MEMORANDUM

TO: Bart Foutch, MCPG President
FROM: Bob Crannell, Chief of Police 
DATE: July 10, 2012

SUBJECT: CORPORAL POSITION

Pursuant to our productive discussions on June 12, June 19, and July 9, 2012, the following summarizes the City's planned initial process of establishing a Corporal position.

- 1: The Department intends to use the attached position description for the new Corporal Position.
- 2: The Department will allocate organizationally a Corporal position for each shift configuration. Appointments will be made based on staff interest and established qualifications.
- 3: The following testing/evaluation process for Corporal appointments will be used:
 - a) Submittal of a Letter of Interest and a Professional Resume to the Chief or his designee,
 - b) A written test consisting of no more than 50 questions. The questions will solicit responses related to: Policies, Procedures, the Revised Code of Washington, Current and Applicable Case Law, and the Collective Bargaining Agreement,
 - c) The questions will consist of responses in the form of true/false, fill-in the blank, and multiple choice. No narrative responses will be included in the written test, and
 - d) The written test/evaluation will be blind scored.

Candidates, regardless of their performance on the written component, will participate in an Oral Interview. The Oral Interview Panel will consist of a Mill Creek Police Department Sergeant selected at random, a current Member of the Department's assigned Interview Cadre, and a fully commissioned law enforcement officer from an outside jurisdiction.

The final component will be a Recommendation Panel consisting of all regularly appointed Mill Creek Police Department Sergeants. The Recommendation Panel will be provided with all testing/evaluation material and the most recent Performance Evaluation of the Candidate.

The Recommendation Panel, upon completion of all interviews, will present the Chief of Police with an un-ranked Roster consisting of the names of those eligible and deemed qualified to serve as Corporals.

SUBJECT: CORPORAL POSITION
Page 2 of 2

The Chief will appoint the Corporal(s) at his discretion and may seek input from the Recommendation Panel should he choose to do so.

- 4: To make this position one of career development, the Department will host an annual Corporal's test/evaluation whether open positions are available or not. The Roster developed by the Recommendation Panel at each subsequent test/evaluation will supersede any and all previous Rosters and/or recommendations.
- 5: Corporals selected and appointed will perform their assigned duties for a period of not less than 1 (one) year unless removed for any one or more of the following reasons:
 - a) Any sustained disciplinary action above a Written Reprimand,
 - b) Any evaluation consisting of an overall rating of Below Standard,
 - c) Upon the written recommendation of 3 (three) or more Sergeants, including the Corporal's current Sergeant.

After the 1 (one) year period has passed, Corporals may indicate their intention and desire to remain as a Corporal for the following year. This intention, and recommendation from their current Sergeant, must be included in the interested Corporal's annual evaluation. Corporals eligible and recommended may remain as a Corporal for no more 4 (four) years. Corporals may vacate their position voluntarily after 1 (one) year.

Once the Corporal has indicated his/her intention to vacate the position, or is removed as noted above, he/she will be removed from the Roster.

- 6: After the receipt of the initial Roster, and upon appointment of the position by the Chief, Corporals will bid shifts based on their Department seniority. Subsequent shift bids and assignments shall be based on established tenure as a Corporal and/or Department seniority if more than one Corporal was appointed at the same time.

Corporals shall bid shifts following the Sergeants, but prior to the Patrol Officers.

This, like other new programs, will need some adjustment and amendments over time to make sure that the program is beneficial and that it meets the ever changing dynamics of the Department. We hope that the above process will be successful, but recognize that it may change over time and need to be re-evaluated and modified as needed.



Attachment C

MILL CREEK OFFICER'S GUILD

P.O. Box B261
Mill Creek, WA 98208
www.mcpog.org

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE CITY OF MILL CREEK (CITY)

AND

THE MILL CREEK POLICE OFFICER'S GUILD (GUILD)

The Memorandum of Understanding ("MOU") between the City and the Guild establishes a process for determining scheduling and priority of accrued leave requests. The process will enable the City to plan for training and other manpower issues, and the Guild members to plan vacations in advance.

The City and the Guild agree as follows:

- 1) The City shall finalize and post the work schedule for the twelve month rotation by August 1st. The City will simultaneously circulate a leave request roster, covering the first six month period of the rotation, October through March, for the purpose of requesting accrued leave. Guild members will use this roster to mark requested leave for the first half of the rotation, October through March, by September 15th. By February 1st, the City shall circulate a leave request roster covering the second six month period of the rotation, April through September, for the purpose of requesting accrued leave. Guild members will use this roster to mark requested leave for the second half of the rotation, April through September, by March 15th. Accrued leave means annual leave, earned compensatory time off, holiday bank, and floating holiday. Guild members shall have 24 hours to place their vacation bid. If a member fails to make a bid within 24 hours they shall be skipped. Once the next bid has been placed, the roster returns to the skipped member for an immediate bid. The roster will then be forwarded to the next member. In the event a member is on days off, the on duty supervisor shall contact the member and notify them that their 24 hour window is in effect.
- 2) The City shall then schedule the accrued leave requests in the following order: sergeants, by time in rank, *i.e.* the most senior sergeant will have their request granted first, then followed by all other employees in order of seniority. No more than 50% of any one patrol squad, and no more than six employees assigned to patrol, will be authorized leave at the same time. No more than three sergeants will be authorized accrued leave at the same time. Those assigned to the investigations unit may be authorized accrued leave at the same time, as long as one investigator is readily available to respond to critical incidents, when deemed necessary by the Chief of Police or designee.
- 3) If an employee submits and obtains approval of leave pursuant to Article 10, Section 10.4(B), and due to unforeseen or emergent circumstances the leave request is denied, those leave hours canceled will be granted an extension in addition to

the 300 hour limit until March 31 st of the following calendar year If the City cancels a member's accrued leave granted during the above listed bidding process the City shall restore all canceled accrued leave

- 4) Accrued leave not scheduled in accordance with the paragraphs above in this agreement shall be determined on a first come first served basis with the following stipulation's; shifts with five (5) employees assigned shall be allowed to have a maximum of two employees off at one time; shifts with four (4) employees assigned shall be allowed to have a maximum of two employees off at one time; shifts with three (3) employees assigned shall be allowed to have a maximum of one employee off at one time For the purposes of determining the number of officers assigned to a shift, officers assigned as Bike Patrol Officers and/or SRO Officers shall not factor into the equation The assigned shift Sergeant and assigned Corporal are discouraged from taking leave concurrently In the event that the shift Sergeant and Corporal request the same days off, every effort shall be made to fill one of the positions with a shift swap, therefore providing the proper supervision If this is not possible, the vacation request shall be governed by the preceding guidelines Leave applies to vacation, holiday and / or compensatory time Unforeseen sick leave and bereavement leave are excluded from this restriction
- 5) It is understood that all leave requests shall have precedence over scheduled modified shifts

This Memorandum of Understanding shall act as an addendum to the Collective Bargaining Agreement between the parties It shall remain in full force and effect until rescinded in writing by both parties

By signature below, all parties agree with the provision of this agreement Signed this 30th day of JAN., 2023 in Mill Creek, WA

For the Guild:


JANUARY 30, 2023

Tobie Eikenberry, Guild President

For the City:



Martin Yamamoto, City Manager


Naomi Fay, City Clerk

Attachment D

Reimbursement at Time of Employee's Separation for Holidays Used Prior to Occurrence of Holiday

I, _____ understand that, per the terms of this *Agreement*, the City has a system of “banking” holiday hours.

I further understand that, per the terms of this *Agreement*, I may use these holiday hours in advance of the date on which the actual holiday occurs.

I further understand that, per the terms of this *Agreement*, at the time of my separation from employment with the City, I am required to reimburse the City for any holiday hours which I use in advance of the date on which the actual holiday occurs.

I further understand that, per the terms of this *Agreement*, reimbursement shall be deducted from my final paycheck.

Signature: _____

Date: _____

Attachment E

Traffic Unit

The Employer and the Guild agree to the following terms concerning the Traffic Unit:

1. The annual shift bid and paid leave scheduling procedure described in Article 5 and Attachment C shall continue unchanged. As for paid leave scheduling, the roles and responsibilities of Guild members assigned to the Traffic Unit will not impact scheduled leave time. As for shift bidding, although the City prefers the Guild members assigned to the Traffic Unit work day shifts, the number of day shift slots available for bid shall remain unchanged and are not guaranteed to the Traffic Unit. The City anticipates the two Guild members currently assigned to the Traffic Unit will be able to bid on day shifts based on their seniority. In the event a Guild member assigned to the Traffic Unit bids a night shift, the parties agree to meet and discuss possible solutions. In the event a solution cannot be reached by the parties, the issue may be submitted to interest arbitration. The City shall not disturb the shift bid results of Guild members assigned to patrol for purposes of placing a Traffic Unit officer on day shift, absent an agreement with the Guild or a decision by an interest arbitrator.
2. Guild members assigned to the Traffic Unit shall be predominately focused on traffic duties, but are expected to provide the entire range of regular patrol duties when necessary or called upon. The Guild member assigned to the Traffic Unit patrol vehicle shall provide regular patrol duties when dictated by operational need. The Guild member assigned to the Traffic Unit motorcycle shall also provide regular patrol duties when dictated by operational need; this includes temporary assignment to a regular patrol vehicle for a shift or portion of a shift. The City shall provide instruction on this issue to all patrol officers.
3. Unless otherwise agreed by the parties, the maximum shift rotation for the Traffic Unit shall be four (4) years per Guild member. However, at their option and assuming satisfactory performance, the two Guild members staffing the Traffic Unit as of January 1, 2018 have the option of extending their current rotation to five (5) years. For future rotations, if there are no other qualified applicants, the incumbent officers in the Traffic Unit shall have the option of accepting additional one (1) year rotations.
4. For the next Traffic Unit rotation selection process, the City will draft proposed application requirements and selection criteria. The requirements and criteria will be clear, fair, and transparent. A copy of the proposed requirements and criteria will be submitted to the Guild for consideration at least thirty (30) days before the City seeks to publish them. The City and Guild agree to meet and promptly bargain any changes. Once the requirements and criteria are final, they will be published, and interested Guild members will be given a minimum of thirty (30) days to apply.
5. All members of the Guild are eligible to apply for the Traffic Unit. This includes corporals, sergeants, the SRO officer, detectives, K-9 officers, etc. However, any Guild member who moves to the Traffic Unit shall hold the rank of patrol officer and will not receive premium pay associated with previously-held specialties or pay associated with the corporal/sergeant positions. For example, a sergeant moving to the Traffic Unit would accept the rank of patrol officer and would relinquish any claim to their civil service rank.

6. Guild members assigned to the Traffic Unit shall be provided all equipment necessary to perform the duties of the position. This includes the specialty equipment needed to operate the Traffic Unit motorcycle. Guild members assigned to the Traffic Unit shall also continue to receive the equipment allowance and any other equipment provided in Article 14 of this Agreement.
7. The patrol vehicle and motorcycle assigned to the Traffic Unit may be take-home vehicles, subject to the operational need of the Traffic Unit and the discretion of the City. The City will draft a take-home vehicle policy outlining the requirements and expectations for the take-home vehicles, which will include a requirement that the Traffic Unit motorcycle shall be garaged or otherwise safely secured while at home.
8. The City will draft a policy document outlining the expectations and duties of officers assigned to the Traffic Unit. A copy of this policy document will be provided to the Guild.
9. Guild members assigned to the Traffic Unit are currently assigned to a patrol schedule under Section 5.3. In the event the City seeks to change the work schedule of the Traffic Unit, the parties will follow Section 5.1 and attempt to reach a mutual agreement. If no mutual agreement can be reached, each party reserves the right to rely on the contract language provided in Article 5 of this Agreement.
10. The City and Guild agree there are certain special events (parades, community events, etc.) where it is beneficial to staff the event with the Traffic Unit motorcycle officer. Under such circumstances, consistent with Article 16(B), the City may assign the Traffic Unit motorcycle officer to the special event, but will furnish the Guild with the consideration that went into the selection of the motorcycle unit for the duty assignment. All other special events shall remain open for all Guild members. The City agrees to provide the Guild a list of those special events it believes are “motorcycle only,” but the parties recognize the list is subject to change as new special events arise. The City and Guild shall consult as necessary when new special events are introduced.
11. Effective January 1, 2018, the City agrees to pay a three percent (3%) premium, added to base salary, for Guild members assigned to the Traffic Unit. The premium paid to a Guild member assigned to the Traffic Unit shall cease if the Guild member is permanently reassigned to regular patrol duties. The stacking of premiums shall not be permitted, per the language of Section 8.1 of this Agreement.
12. In an effort to maintain a positive working relationship, the City and Guild agree to meet as needed to discuss any issues that arise concerning the Traffic Unit.
13. The parties agree that the provisions of this Attachment requiring the City to draft policies or procedures do not alter or waive the Guild’s collective bargaining rights. Pursuant to its collective bargaining obligations under RCW 41.56, the City will provide the Guild with notice and an opportunity to bargain any policies or procedures related to the Traffic Unit that may implicate mandatory subjects of bargaining.