

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MILL CREEK AND THE MILL CREEK POLICE OFFICERS' GUILD
COLLECTIVE BARGAINING AGREEMENT

The City of Mill Creek, hereinafter referred to as the *City*, and the Mill Creek Police Officers' Guild, hereinafter referred to as the *Guild*, are entering into this memorandum of understanding to provide clarification to language contained in Article 2 and Article 5 as it pertains to callback. Selected sections will be modified and language not currently in the Collective Bargaining Agreement will be added where there is disagreement as to the intent and current practice regarding the minimum number of hours a Guild member will be paid at a rate equivalent to one and one-half (1½) times the Guild member's regular rate of pay in a callback situation.

It is mutually agreed that beginning on 02/01/2019, this Memorandum of Understanding will act as an addendum to the Collective Bargaining Agreement and is in full force and effect and incorporated into the next Collective Bargaining Agreement, unless changed by future bargaining.

ARTICLE 2 DEFINITIONS

Callback: Where an *Employee* is called back to active duty outside scheduled work hours.

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 commences emergency-related work and/or 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.

Section 5.10 Court Appearances

Any off-duty employee who, as a result of departmental duties, is required to appear in court or testify by phone shall 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. The employee will reimburse the *City* for any subpoena or witness fee received.

Section 5.11 Other Assigned Off-Duty Work

Any off-duty employee who attends a department meeting, department in-service training, or performs other assigned tasks not connected to the assigned working hours of that day, 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.

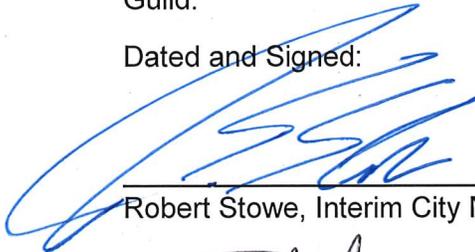
Section 5.12 Electronic Contact

Any off-duty employee who is contacted electronically, including, but not limited to phone, email, or text, for a work-related purpose that requires the employee to spend in excess of ten (10) minutes addressing the work-related issue, shall be paid for that time at a rate equivalent to one and one-half (1½) times the employee's regular rate of pay to the nearest fifteen (15) minutes with no minimum. Electronic contact of ten (10) minutes or less will not be considered compensable time. An off-duty employee who spends more than 60 minutes on work-related issues as a result of the electronic contact will be compensated in accordance with Section 5.9 of this MOU.

Section 5.13 Auto Vehicle Locator (The section number of the AVL section changed from 5.12 to 5.13 with the addition of "Electronic Contact" section. This is the **only** change to the AVL section, so the text is not included in this MOU. Refer to CBA section 5.12 for AVL verbiage)

This Memorandum of Understanding is entered into freely and voluntarily by the City and the Guild.

Dated and Signed:



Robert Stowe, Interim City Manager

1-31-19
Date



Rory Mundwiler, President
Mill Creek Police Officers' Guild

2/1/2019
Date