

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF MILL CREEK AND
MILL CREEK POLICE OFFICERS' GUILD
(Non-sergeant's and Sergeant's Bargaining Unit)**

This Memorandum of Agreement (MOA) is executed between the City of Mill Creek (City) and the Mill Creek Police Officers' Guild (Guild). This MOA becomes a part of the current Collective Bargaining Agreement (CBA) executed between the parties and effective through December 31, 2014. The purpose of this Agreement is to modify the terms of the current CBA to address the implementation of the Mill Creek Police Department K9 unit and Mill Creek Police Department's participation in a regional SWAT program.

RECITALS

A. On or about July 25, 2012, the parties entered into a CBA that is effective through December 31, 2014 (hereinafter "CBA").

B. After ratification of the CBA, in 2013, the City and Guild mutually agreed to create a Police K-9 program and agreed to participation in a regional SWAT program. The duties of the Department's SWAT and K9 positions shall be performed by qualified commissioned police officers employed by the City of Mill Creek.

C. The parties opened negotiations for the limited purpose of amending the CBA to address the K9 and SWAT programs' impacts on wages, hours, and working conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. The parties agree that the following sections of the CBA shall be modified as follows (changes highlighted in bold by underline and strikeout):

A. Section 5.3:

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

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.

B. Section 5.6

Detective, Bicycle Officer, K-9 Officer, and School Resource Officer Work Cycles

~~The regular work cycle for Police officers assigned as~~ *detectives, bicycle officers, K-9 officers* and *school resource the 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 no set daily work hours are 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.

C. Section 5.8

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

two (2) 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 canine is secured.

D. Section 6.3

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.

E. 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

2. This MOA shall be attached to and the modification incorporated into the collective bargaining agreement between the Guild and the City. This MOA shall remain a part of the CBA until otherwise negotiated between the parties. Any disputes regarding the application of this MOA shall be resolved using the CBA grievance process.

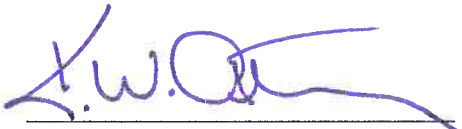
3. Any unmodified language in the above reference sections is unchanged and remains in full force and effect.

4. Once the MOA is signed, the terms and conditions of this MOA are effective and apply retroactively to January 7, 2013.

5. This Amendment constitutes the entire agreement between the parties as to the matters set forth herein, and both parties acknowledge that the CBA controls with respect to all matters not addressed by this MOA.


WHEREFORE, the parties on proper authority have executed this MOA on this 14th day of June, 2013.

CITY OF MILL CREEK




Ken Armstrong, City Manager

MILL CREEK POLICE OFFICERS'
GUILD
WASHINGTON, INC.



Jesse Mack, Guild President

ATTEST:



Kelly Chelin

APPROVED AS TO FORM:

Derrick Isackson, Guild Attorney

APPROVED AS TO FORM:



Shane Moloney, City Attorney