Regular meetings of the Mill Creek City Council shall be held on the first, second and fourth Tuesdays of each month commencing at 6:00 p.m. in the Mill Creek Council Chambers located at 15728 Main Street, Mill Creek, Washington. Your participation and interest in these meetings are encouraged and very much appreciated. We are trying to make our public meetings accessible to all members of the public. If you require special accommodations, please call the City Clerk at (425) 921-5732 three days prior to the meeting.

The City Council may consider and act on any matter called to its attention at such meetings, whether or not specified on the agenda for said meeting. Participation by members of the audience will be allowed as set forth on the meeting agenda or as determined by the Mayor or the City Council.

To comment on subjects listed on or not on the agenda, ask to be recognized during the Audience Communication portion of the agenda. Please stand at the podium and state your name and address for the official record. Please limit your comments to the specific item under discussion. Time limitations shall be at the discretion of the Mayor or City Council.

Study sessions of the Mill Creek City Council may be held as part of any regular or special meeting. Study sessions are informal, and are typically used by the City Council to receive reports and presentations, review and evaluate complex matters, and/or engage in preliminary analysis of City issues or City Council business.

Next Ordinance No. 2015-797
Next Resolution No. 2015-535

July 28, 2015
City Council Meeting
6:00 P.M.

CALL TO ORDER:
FLAG SALUTE:
ROLL CALL:
AUDIENCE COMMUNICATION:
   A. Public comments on items or not on the agenda.

PRESENTATIONS
   B. MyBuildingpermit.com
      (Rebecca Polizzotto, City Manager)

PUBLIC HEARING
   C. EGUV Moratorium
      (Rebecca Polizzotto, City Manager) (If adopted would take Ordinance #2015-798)

NEW BUSINESS
D. Ratification of Collective Bargaining Agreement by and between the City of Mill Creek and the Mill Creek Police Officers Guild (Tentative)  
(Rebecca Polizzotto, City Manager)

CONSENT AGENDA:

E. Approval of Checks #53964 through #54091 and ACH Wire Transfers in the Amount of $251,354.98.  
(Audit Committee: Councilmember Todd and Councilmember Kelly)

F. Payroll and Benefit ACH Payments in the Amount of $593,963.24  
(Audit Committee: Councilmember Todd and Councilmember Kelly)

G. City Council Meeting Minutes of June 23, 2015

H. City Council Meeting Minutes of July 7, 2015

I. Cancel All Regular Council Meeting in August 2015

REPORTS:

J. Boards and Commissions
   1. Art & Beautification Board 6/10/2015
      Mayor/Council
      City Manager

AUDIENCE COMMUNICATION:

ADJOURNMENT:
AGENDA ITEM #C.

CITY COUNCIL AGENDA SUMMARY
City of Mill Creek, Washington

AGENDA ITEM: PUBLIC HEARING REGARDING CONTINUANCE OF MORATORIUM ON ACCEPTANCE OF BINDING SITE PLANS IN THE EAST GATEWAY URBAN VILLAGE

KEY FACTS AND INFORMATION SUMMARY: On June 23, 2015, the City Council adopted Ordinance No. 2015-795, imposing a moratorium on the submission, acceptance, or processing of new binding site plan applications for properties in the East Gateway Urban Village. State law requires the City to hold a public hearing within 60 days of adopting a moratorium.

The City duly noticed a public hearing to occur during the Council’s regular July 28, 2015, meeting. At the public hearing, the public will have an opportunity to provide the City Council with feedback regarding the moratorium.

To continue the moratorium, state law requires the City Council to adopt findings of fact immediately following the public hearing. A proposed ordinance with such findings is attached.

Meanwhile, City staff is moving forward with the process of obtaining statements of qualifications from consultants that can assist the City Council in identifying economically sustainable land uses that are consistent with the City’s vision for the area. Staff plans to bring back a recommendation on the selection of a consultant during a future meeting in September.

CITY MANAGER RECOMMENDATION:
The City Manager recommends the City Council adopt the attached ordinance with findings of fact in support of the moratorium imposed by Ordinance 2015-795. If passed, the attached ordinance would become Ordinance No. 2015-797.

ATTACHMENTS:
Proposed ordinance with findings of fact in support of the moratorium imposed by Ordinance 2015-795.

Respectfully Submitted:

Rebecca C. Polizzotto
City Manager

G:\EXECUTIVE\WP\COUNCIL\SUMMARY\2015\EGUV moratorium public hearing.docx
ORDINANCE 2015 - 797

AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON, ADOPTING FINDINGS OF FACT IN SUPPORT OF THE MORATORIUM IMPOSED BY ORDINANCE 2015-795 ON ALL BINDING SITE PLAN APPLICATIONS FOR DEVELOPMENT LOCATED WITHIN THE EAST GATEWAY URBAN VILLAGE ZONING DISTRICT; AND DECLARING AN EMERGENCY AND PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT IMMEDIATELY UPON ENACTMENT

WHEREAS, pursuant to the requirements of the Washington State Growth Management Act, RCW Chapter 36.70A (GMA), the City of Mill Creek Comprehensive Plan was adopted on January 28, 1992, and has been subsequently amended as warranted and in accordance with GMA; and

WHEREAS, on June 23, 2015, the City Council adopted Ordinance No. 2015-795, attached hereto as Exhibit A, and incorporated in full by this reference, imposing a moratorium on the submission, acceptance, or processing of any and all applications for new binding site plans or modifications to approved binding site plans for properties located within the East Gateway Urban Village; and

WHEREAS, on July 28, 2015, the City Council duly held a public hearing to accept testimony from the public regarding the moratorium adopted by Ordinance No. 2015-795; and

WHEREAS, the City Council has determined that the moratorium is necessary to preserve the status quo so that any new land use regulations governing new development in the East Gateway Urban Village will not be rendered moot by intervening development applications; and

WHEREAS, the City Council desires to enter the Findings of Fact set forth in this Ordinance to support the moratorium as required by RCW 35A.63.220; and

WHEREAS, the City Council has determined in accordance with its moratorium authority under RCW 35A.63.220 that an emergency exists requiring that this ordinance become effective immediately upon adoption.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The City Council enters the following Findings of Fact in support of the moratorium imposed by Ordinance No. 2015-795:
1. As a non-charter code city, the City of Mill Creek has broad legal authority under federal, state, and local law to regulate land uses within the City.

2. The City Council desires to review and evaluate the zoning and/or design regulations for the East Gateway Urban Village to determine whether changes are necessary to ensure the remaining undeveloped properties are developed in accordance with the City’s vision for the East Gateway Urban Village.

3. Such review may entail additional studies and further consideration for a period of time before a final decision is reached.

4. RCW 35A.63.220 authorizes the City to adopt a moratorium on development applications, including applications for binding site plans, while the City investigates and compiles necessary information to properly review and evaluate whether it should make changes to the existing zoning and/or design regulations.

5. The moratorium on all applications for new or modified binding site plans for properties in the East Gateway Urban Village is necessary to prevent new development from vesting to existing regulations before the City Council can complete its review.

Section 2. The moratorium imposed by Ordinance No. 2015-795 shall continue and remain in effect as provided therein.

Section 3. If any section, sentence, or clause of this Ordinance is ruled invalid by a court of competent jurisdiction, the remaining portion of this Ordinance shall remain valid and be in full force and effect.

Section 4. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage, and this Ordinance shall be immediately effective upon passage by the Council.

Passed by the City Council this 28th day of July 2015, by a vote of __________ for, __________ against, and __________ abstaining.

APPROVED:

________________________
PAM PRUITT, MAYOR

ATTEST/AUTHENTICATED:

________________________
KELLY M. CHELIN, CITY CLERK
ATTACHMENT:

Exhibit A: Ordinance No. 2015-795 imposing a moratorium on the submission, acceptance, or processing of new binding site plans in the East Gateway Urban Village.
ORDINANCE 2015-795

AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON, ADOPTING A MORATORIUM ON ALL BINDING SITE PLAN APPLICATIONS FOR DEVELOPMENT LOCATED WITHIN THE EAST GATEWAY URBAN VILLAGE ZONING DISTRICT; AND DECLARING AN EMERGENCY AND PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT IMMEDIATELY UPON ENACTMENT

WHEREAS, pursuant to the requirements of the Washington State Growth Management Act, RCW Chapter 36.70A (GMA), the City of Mill Creek Comprehensive Plan was adopted on January 28, 1992 and has been subsequently amended as warranted and in accordance with GMA; and

WHEREAS, in May 2007 the City reviewed the Comprehensive Plan and the Mill Creek Development Code and determined that a public planning process was warranted to determine what amendments were desired by the property owners, City and community to facilitate the development of an East Gateway Urban Village; and

WHEREAS, from June 2007 through February 2008, the City facilitated an extensive public planning and review process seeking input on the desired vision for the East Gateway Urban Village, including a design charrette, two open houses, and six separate Planning Commission work sessions and/or hearings; and

WHEREAS, the proposed East Gateway Urban Village planning process resulted in Comprehensive Plan amendments and Development Code amendments (which added a new Chapter 17.19 to the Mill Creek Municipal Code and included associated development regulations); and

WHEREAS, the East Gateway Urban Village Comprehensive Plan and Development Code amendments were prepared in accordance with the Washington State Planning Enabling Legislation (RCW Chapter 35A.63), GMA (RCW 36.07A.040 and 36.07A.120), the State Environmental Policy Act (RCW Chapter 43.21C), and the City's Comprehensive Plan policies and development regulations concerning amendments thereto; and

WHEREAS, the City has updated Chapter 17.19 as necessary to carry out the City's vision for this area; and

WHEREAS, over half of the developable area in the East Gateway Urban Village is now either developed or has pending development applications; and

WHEREAS, the City Council desires to review and evaluate the zoning and/or design regulations for the East Gateway Urban Village to determine whether changes are necessary to
ensure the remaining undeveloped properties are developed in accordance with the City's vision for the East Gateway Urban Village; and

WHEREAS, such review may entail additional studies and further consideration for a period of time before a final decision is reached; and

WHEREAS, pursuant to MCMC 17.19.020, all development in the East Gateway Urban Village requires approval of a binding site plan and a development agreement that set forth conditions of development; and

WHEREAS, the City Council finds that a moratorium on all applications for new or modified binding site plans for properties in the East Gateway Urban Village is necessary to prevent new development from vesting to existing regulations before the City Council can complete its review; and

WHEREAS, RCW Chapter 35A.63 authorizes the City to adopt a moratorium on development applications, including applications for binding site plans, while the City investigates and compiles necessary information to properly review and evaluate whether it should make changes to the existing zoning and/or design regulations; and

WHEREAS, RCW 35A.63.220 defines the scope, process, and duration of such a moratorium as follows:

A legislative body that adopts a moratorium or interim zoning ordinance, without holding a public hearing on the proposed moratorium or interim zoning ordinance, shall hold a public hearing on the adopted moratorium or interim zoning ordinance within at least sixty days of its adoption, whether or not the legislative body received a recommendation on the matter from the planning agency. If the legislative body does not adopt findings of fact justifying its action before this hearing, then the legislative body shall do so immediately after this public hearing. A moratorium or interim zoning ordinance adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium or interim zoning ordinance may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal [; and]

WHEREAS, the moratorium declared herein is intended to preserve the status quo so that the City's review of zoning and design regulations in the East Gateway Urban Village will not be rendered moot by intervening development applications vesting under the existing regulations; and

WHEREAS, the City Council has determined that the timely, efficient, and comprehensive performance of this review constitutes a public emergency requiring that this ordinance become effective immediately upon adoption, and that such action is in the public interest;
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section I. A moratorium is imposed on the submission, acceptance, or processing of any and all applications for new binding site plans or modifications to approved binding site plans for properties located within the East Gateway Urban Village, as depicted in the Zoning Map attached as Exhibit A, except that the moratorium shall not prevent the processing of any previously submitted binding site plan applications that were complete as of June 23, 2015.

Section 2. The moratorium declared in Section I above shall extend for six months from the effective date of this Ordinance or until sooner terminated or extended by action of the City Council in accordance with this Ordinance and applicable state law.

Section 3. A public hearing on the moratorium declared by this Ordinance shall be timely scheduled and held in accordance with RCW 35A.63.220, at which time the City Council will adopt findings of fact as appropriate.

Section 4. If any section, sentence, or clause of this Ordinance is ruled invalid by a court of competent jurisdiction, the remaining portion of this Ordinance shall remain valid and be in full force and effect.

Section 5. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage, and this Ordinance shall be immediately effective upon passage by the Council.

Passed by the City Council this 23rd day of June, 2015, by a vote of 6 for, 0 against, and 0 abstaining.

APPROVED:

PAM PRUITT, MAYOR

ATTEST/AUTHENTICATED:

KELLY M. CHELIN, CITY CLERK
APPROVED AS TO FORM:

SHANE MOLONEY, CITY ATTORNEY

FILED WITH THE CITY CLERK: June 23, 2015
PASSED BY THE CITY COUNCIL: June 23, 2015
PUBLISHED: June 23, 2015
EFFECTIVE DATE: June 23, 2015
ORDINANCE NO. 2015-71S

ATTACHMENT:
Exhibit A: City of Mill Creek Zoning Map
AGENDA ITEM #: RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT 
BY AND BETWEEN THE CITY OF MILL CREEK AND THE 
MILL CREEK POLICE OFFICERS’ GUILD

KEY FACTS AND INFORMATION SUMMARY:

The Collective Bargaining Agreement between the City of Mill Creek and the Mill Creek Police Officer’s Guild expired on December 31, 2014. The prior city manager initiated negotiations in October, 2014. The interim city manager continued the negotiation process; however, no agreements had been reached by the time the new city manager was appointed effective June 1, 2015. Due to the length of time that the Mill Creek Police Officer’s Guild had been without a contract, the new city manager made negotiation of the contract a top priority upon arrival in Mill Creek.

On June 30, 2015, the City and the Guild reached a tentative agreement regarding the provisions of a new contract subject to ratification by the City Council and the Guild membership. The material provisions of the proposed agreement are as follows:

1. 3-year term;
2. Annual wage adjustments of 2.25% (2015); 3% (2016); 2.5% (2017);
3. Guild members switch insurance plans effective January 1, 2017;
4. Guild members hired after July 2015 will no longer receive premium dollars for opting out of City provided insurance;
5. Sergeants will be paid a 5% premium while serving as a Patrol Training Officer (PTO) for new recruits;
6. Corporals serving as a PTO will receive the 5% PTO premium in addition to their normal 3% premium for acting as corporals;
7. The education premium for bachelor degrees no longer requires the bachelor degree be job related;
8. Implementation of an 80-hour compensatory time accrual cap (previously there was no cap);
City Council Agenda Summary
Page 2

(9) Stacking of the education and longevity premiums will now be allowed after 7 years of employment (previously 8 years);

(10) The grievance language has been amended to improve the grievance process through modified deadlines and documentation requirements;

(11) City reimbursement of employee purchased equipment was changed from a receipt based reimbursement structure to a flat allowance of $125/year;

(12) The cap on annual leave accrual/carryover and cash out at separation was increased from 200 to 300 hours;

(13) Military leave was increased to 21 days in accordance state law;

(14) Implementation of a jumpsuit uniform option for which no professional laundering fee will be paid by the City; and

(15) Corporals will no longer be given priority in scheduling vacation.

CITY MANAGER RECOMMENDATION:

The City Manager recommends the City Council ratify the attached collective bargaining agreement.

ATTACHMENTS:

Proposed Collective Bargaining agreement.

Respectfully Submitted:

[Signature]
Rebecca C. Polizzotto
City Manager

G:\EXECUTIVE\WP\COUNCIL\SUMMARY\2015\Police Guild Collective Bargaining Agreement.docx
Collective Bargaining Agreement

between

City of Mill Creek
and
Mill Creek Police Officers’ Guild
(Non-Sergeant’s and Sergeant’s Bargaining Units)

January 1, 2015 to December 31, 2017
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Attachment A  SALARY SCHEDULE
Attachment B  JULY 10, 2012 MEMORANDUM REGARDING CORPORAL POSITION
Attachment C  JULY 10, 2012 MEMORANDUM OF UNDERSTANDING, as amended, July ____, 2015.
Attachment D  REIMBURSEMENT FOR HOLIDAYS USED PRIOR TO OCCURANCE
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, 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 are given regular performance evaluations twice a year. 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.

Section 4.2 Investigation of Grievances

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. All other Guild business not specifically covered in this Article shall be conducted during off duty hours. Meetings or other Guild activities may be scheduled and held on City premises, provided that

2015 – 2017 Collective Bargaining Agreement between the City of Mill Creek and the Mill Creek Police Officers’ Guild
they do not disrupt the operation or normal routine of City operations.

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

Police officers assigned as detectives, bicycle officers, K-9 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 5.7 Meal and Rest Periods

A work day shall normally include a one-half (½) hour 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 5.8 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 5.9 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 5.8. The employee will reimburse the City for any subpoena or witness fee received.
Section 5.10 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.

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. 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 last Annual Evaluation. If an employee fails to meet such standards, expectations and requirements, and if at the employee’s subsequent half yearly evaluation, 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 half yearly evaluation is complete. 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)”).

Effective July 1, 2015, 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 8.5, for each day they perform as Field Training Officer (FTO). No other stacking of premiums is permitted.

Effective July 1, 2015, 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 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 8.6 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.

<table>
<thead>
<tr>
<th>Level of Education</th>
<th>Monthly Base Salary Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>associate’s degree</td>
<td>Two percent (2%)</td>
</tr>
<tr>
<td>bachelor’s degree</td>
<td>Four percent (4%)</td>
</tr>
<tr>
<td>master’s degree in an Approved Field of Study</td>
<td>Five percent (5%)</td>
</tr>
</tbody>
</table>

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

Effective July 1, 2015, 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;

B. have been employed as a commissioned officer of the City of Mill Creek for a minimum of seven (7) years; and,

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:
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, 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

Effective January 1, 2015, 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 eight (8) years. Effective July 1, 2015, 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.

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


Section 10.3 Holiday Bank

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 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.

D. All employees are entitled to one floating holiday (8 hours) per year. New employees whose hire date is October 1 or later do not accrue a floating holiday for that calendar year. The floating holiday shall be taken by an employee at any time during the calendar year with prior approval of their assigned sergeant. Employees may not take the floating holiday during their trial period. Floating holidays may not be carried over from one calendar year to the next; however, if an employee's trial period crosses over into the next calendar year, the employee may carry the prior calendar year's floating holiday over to the next calendar year. Employees who are separated from employment with the City during their trial period will not be paid for unused floating holiday.

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.

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.

<table>
<thead>
<tr>
<th>Months of Service</th>
<th>Hours per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-48</td>
<td>8</td>
</tr>
<tr>
<td>49-84</td>
<td>10</td>
</tr>
<tr>
<td>85-120</td>
<td>12</td>
</tr>
<tr>
<td>121-180</td>
<td>14</td>
</tr>
<tr>
<td>181+</td>
<td>16</td>
</tr>
</tbody>
</table>
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.

B. Sick leave with pay for full-time regular employees shall be accrued at the rate of eight (8) hours per month. Any sick leave accrued but unused in any year shall be accumulated for succeeding years up to a maximum one thousand forty (1,040) hours, or six (6) months. Employees who are granted paid sick leave shall continue to accrue sick leave at the indicated rate during such absence.

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 requires 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 160 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.

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

D. The Chief may require the absent employee to obtain a physician's statement stating the cause and circumstances of the absence for the purpose of assuring that employees are utilizing sick leave benefits for the purposes intended by the Agreement. Failure to obtain a physician's statement 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.

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 Family 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 the employee assigns monies received for such service to the City and 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.

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. For 2015 and 2016, the City will provide Employees the option of enrollment in one of two health care insurance plans offered by the Association of Washington Cities (AWC) Benefit Trust. Employees may select either AWC HealthFirst “Zero” No Deductible or the AWC High-Deductible Health Plan (HDHP) with optional Health Savings Account (HSA).

Effective January 1, 2017, 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.

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.

Effective January 1, 2016, 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 “Zero” No Deductible in 2016 and AWC HealthFirst 250 in 2017). 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), MEBT contributions, 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.

2015 – 2017 Collective Bargaining Agreement between the City of Mill Creek and the Mill Creek Police Officers’ Guild
Section 11.4 Deferred Compensation Plan

*Employees* may defera 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 ten (10) 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 ten (10) 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 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 unstricken 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) Unless otherwise agreed, the arbitration shall be conducted at the offices of AAA. 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.
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

For 2015 (expiring December 31, 2015), as a continuation of the practice from the expired 2012-2014 Agreement, the City shall purchase or reimburse Employees for duty-related footwear and/or collar microphones in an amount not to exceed a combined biennial total of $250 (two hundred and fifty dollars) including any applicable taxes and/or shipping costs. Footwear and/or Collar Microphone purchases and/or reimbursements may be made upon hire and every other year thereafter. The City will not pay more than $250 for any combination of the footwear and/or collar microphone in any two year period per individual Employee.

Effective January 1, 2016, the City shall provide Employees with a flat-rate payment for the purchase of duty-related equipment not provided by the City (e.g. footwear, collar microphones, etc). Receipts are not required. On or about January 5, 2016, each employee will be given a flat-rate payment of $250 for the purchase of duty-related equipment, including the payment of any associated taxes or shipping costs. On an annual basis thereafter (i.e. January 5 of each year), employees shall be given a flat-rate payment of $125. 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 affect 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, 2015 through December 31, 2017.

Rebecca Polizzotto, City Manager
City of Mill Creek

Date

Jesse Mack, Guild President
Mill Creek Officers Guild

Date

Attest:

Kelly Chelin, City Clerk
City of Mill Creek, Washington

Date
Attachment A

to 2015-2017 Labor Agreement

Non-Sergeant’s Salary Schedule

January 1, 2015: The following salary schedule shall be in effect, reflecting a 2.25% across the board increase.

<table>
<thead>
<tr>
<th>Year</th>
<th>Step A (0-12 mo)</th>
<th>Step B (13-24 mo)</th>
<th>Step C (25-36 mo)</th>
<th>Step D (37-48 mo)</th>
<th>Step E (49-60 mo)</th>
<th>Step F (61+ mo)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014 (Ref. only)</td>
<td>$4,828</td>
<td>$5,125</td>
<td>$5,422</td>
<td>$5,719</td>
<td>$6,016</td>
<td>$6,471</td>
</tr>
<tr>
<td>2015</td>
<td>$4,937</td>
<td>$5,240</td>
<td>$5,544</td>
<td>$5,848</td>
<td>$6,151</td>
<td>$6,617</td>
</tr>
<tr>
<td>2016</td>
<td>$5,085</td>
<td>$5,398</td>
<td>$5,710</td>
<td>$6,023</td>
<td>$6,336</td>
<td>$6,815</td>
</tr>
<tr>
<td>2017</td>
<td>$5,212</td>
<td>$5,532</td>
<td>$5,853</td>
<td>$6,174</td>
<td>$6,494</td>
<td>$6,985</td>
</tr>
</tbody>
</table>

Effective January 1, 2016 the above referenced pay schedule shall be in effect and reflects a 3.0% across the board increase.

Effective January 1, 2017 the above referenced pay schedule shall be in effect and reflects a 2.5% across the board increase.

Sergeant’s Salary Schedule

January 1, 2015: The following salary schedule shall be in effect, reflecting a 2.25% across the board increase.

<table>
<thead>
<tr>
<th>Year</th>
<th>Step A (0-12 months)</th>
<th>Step B (13-24 months)</th>
<th>Step C (25-36 months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014 (Ref. only)</td>
<td>$6,796</td>
<td>$7,136</td>
<td>$7,492</td>
</tr>
<tr>
<td>2015</td>
<td>$6,949</td>
<td>$7,297</td>
<td>$7,661</td>
</tr>
<tr>
<td>2016</td>
<td>$7,157</td>
<td>$7,515</td>
<td>$7,890</td>
</tr>
<tr>
<td>2017</td>
<td>$7,336</td>
<td>$7,703</td>
<td>$8,088</td>
</tr>
</tbody>
</table>

Effective January 1, 2016 the above referenced pay schedule shall be in effect and reflects a 3.0% across the board increase.

Effective January 1, 2017 the above referenced pay schedule shall be in effect and reflects a 2.5% across the board increase.

2015 – 2017 Collective Bargaining Agreement between the City of Mill Creek and the Mill Creek Police Officers’ Guild
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 will 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.
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.
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. No more than 50% of those assigned as detectives will be authorized accrued leave at the same time.

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 cancelled will be granted an extension in addition to
the 300 hour limit until March 31st 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 cancelled 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
stipulations; 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 _____ day of _________, 2015.

For the Guild: For the City:

______________________________ ________________________________
Jesse Mack, Guild President Rebecca Polizzotto, City Manager

ATTEST:

By: __________________________
Kelly M Chelin, 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: ________________________________
CALL TO ORDER
Mayor Pruitt called the meeting to order at 6:00 p.m.

FLAG SALUTE
Flag Salute was conducted.

ROLL CALL
Roll was called by the City Clerk with all Councilmembers present except Councilmember Michelson.

MOTION: Councilmember Cavaleri made a motion to excuse Councilmember Michelson from the meeting, Councilmember Kelly seconded the motion. The motion passed unanimously.

AUDIENCE COMMUNICATION
Carolyn Allendorfer
1904 Mill Fern Dr
Mill Creek, Washington 98012

Ms. Allendorfer wanted to welcome City Manager Polizzotto to the City. She also wanted to thank Finance Director Manuel for all his hard work over the years and wish him good luck in his retirement. Lastly, Ms. Allendorfer spoke in favor of the Drug Task Force Interlocal Agreement schedules for approval on the agenda.

OLD BUSINESS
East Gateway Zoning Options
(Rebecca C. Polizzotto, City Manager)

City Manager Polizzotto presented Council with a brief background of the East Gateway Urban Village (EGUV) and why the item was being discussed. City Manager Polizzotto reviewed a 2010 Advisory Committee report. Council was presented a 4 phase recommendation of how to proceed. Phase 1: A Feasibility Study should be conducted to determine if the area is still viable for development, if a smaller anchor tenant could be practical and if any of it is realistic.
Phase 2: A policy determination as to what is appropriate for Mill Creek.
Phase 3: Updating the Master Plan based on the results from Phase 2 and what infrastructure investment might be needed to entice retail tenants to locate in EGUV.
Phase 4: Execute an Economic Development initiative to pursue partners.

Discussion:
Council discussed having staff draft a Request for Qualifications (RFQ) for an Economic Feasibility Study for Council consideration.

EXECUTIVE SESSION
The meeting recessed to executive session at 6:30 p.m. to discuss the potential litigation per RCW 42.30.110(i) for approximately 15 minutes.

At 6:45 p.m., the executive session was extended to 6:50 p.m.

RECONVENE TO REGULAR SESSION
The meeting reconvened to regular session at 6:50 p.m.

MOTION: Councilmember Todd made a motion to approve the development of an Economic Feasibility Study RFQ, Mayor Pro Tem Holtzclaw seconded the motion. The motion passed unanimously 6-0.

MOTION: Mayor Pro Tem Holtzclaw made a motion to approve Ordinance 2015-795, adopting a moratorium on all binding site plan applications for development located within the East Gateway Urban Village Zoning District; and declaring an emergency and providing that the Ordinance shall be in full force for 6 months will take effect immediately upon enactment and to hold a public hearing within 60 days., Councilmember Cavaleri seconded the motion. The motion passed unanimously.

NEW BUSINESS
Interlocal Agreement Between the City of Mill Creek and the Snohomish Regional Drug and Gang Task Force (Rebecca C. Polizzotto, City Manager)

The following agenda summary information was presented:
The proposed Interlocal Agreement renews the terms and conditions of the existing relationship between the City of Mill Creek and the Snohomish Regional Drug and Gang Task Force.

The purpose of the partnership is to collectively utilize staffing, equipment, funding and expertise from multiple municipal, county, state and federal agencies cooperatively. This consortium provides the resources needed for local, large scale and regional narcotics/gang related investigations.

The renewal cost of entering into the ILA for the period July 1, 2015 through June 30, 2016, is $4,959 and is funded through the Drug Fund. Pursuant to RCW 10.105.010, the money in the Drug Fund must be used "exclusively for the expansion and improvement of controlled substances related law enforcement activity. Money retained under this section may not be used to supplant preexisting
Council Meeting Minutes  
June 23, 2015  
Page 3

funding sources." A similar restriction applies to use of the Drug Fund in MCMC 3.38.010. Currently, the funds available in the Drug Fund exceed $70,000.

The Task Force allows the City to expand and improve the City’s current drug enforcement capabilities. These task force resources support Mill Creek with 34+ trained law enforcement professionals exclusively assigned to drug enforcement, investigations, community education and criminal prosecution.

During the preceding term (July 1, 2014 through June 30, 2015), Mill Creek used Task Force resources on five occasions to assist with large scale/complex narcotics investigations. The Task Force is also the sponsoring agency for the Drug Take Back Program which affords the public with a safe location to dispose of outdated or no longer needed prescription drugs. In 2014/2015 the Mill Creek Police Department collected over 300 pounds of prescription drugs.

Discussion
Council discussed the proposed Interlocal Agreement, its associated benefits and costs.

MOTION: Councilmember Cavalieri made a motion to execute the Interlocal Agreement between the City of Mill Creek and the Snohomish Regional Drug and Gang Task Force to become effective July 1, 2015 through June 30, 2016, Councilmember Todd seconded the motion.

Council discussed some concerns.

MOTION VOTE: The motion passed unanimously 6-0.

Construction Contract Award for Exterior Repairs and Painting for City Hall and the Annex Building (Rebecca C. Polizzotto, City Manager) (If approved, would take Resolution #2015-533)

The following agenda summary information was presented:
Both City Hall and the Annex building need exterior repairs and painting. Both buildings have numerous small areas where the paint has bubbled or peeled off and on City Hall several plywood exterior panels are starting to delaminate. It has been approximately ten years since the Annex was last painted and 14 years for City Hall. The proposed contract work will replace the failed wood panels with a more durable product, replace all the concrete joint sealant, remove the no-longer needed fire sprinklers on the front of City Hall and patch the resultant holes, and repaint both buildings.

This project was advertised for bids in the Daily Journal of Commerce and through the Municipal Research Service Center (MRSC) Small Works Roster. Seven bids were received and opened on May 28, 2015, ranging in cost (w/o sales tax) from $83,275 to $104,975. K & K Construction, LLC submitted the lowest responsive bid.

The budget estimate for the project was $90,000 to $110,000. The bid was from K&K Construction was $91,270. $35,000 of the project cost will be paid from Capital Fund 316 and the balance of the project cost will be paid from the Annex Fund 145. The project cost is included and in accordance with the adopted 2015-2016 Biennium Budget.
K&K Construction is located in Port Orchard, and is an owner-operator company, i.e., all four employees are also owners of the company. The owners have performed similar work on many contracts of this size and larger for the Highline School District while working as project managers for a larger company. The school district representative spoke very highly of their job knowledge, competency and ability to complete the projects on-time and deliver a good product. Based on the information obtained, K&K Construction meets the legal requirements for a responsive, responsible bidder. The project is anticipated to start in July, and will take approximately one month to complete. Staff will insure the project does not create conflicts with the scheduled summer events, especially the 3-on-3 basketball tournament on July 11th in the Annex parking lot.

MOTION: Councilmember Todd made a motion to grant the construction contract for Exterior Repairs and Painting for City Hall and the Annex Building (Resolution #2015-533), Councilmember Kelly seconded the motion. The motion passed unanimously.

Construction Contract Award for 2015 Citywide Asphalt Repair Project
(Rebecca C. Polizzotto, City Manager)

The following agenda summary information was presented:
The City Council previously approved the proposed annual work plan for the 2015 Pavement Preservation Program (PPP). The PPP includes the city-wide asphalt repair project (Project) consisting of approximately 175 repair sites, along with associated drainage repairs, and the reconstruction of several landscaped medians.

The Project was advertised for bids for three weeks in the Daily Journal of Commerce, the Everett Herald and through the Municipal Research Service Center (MRSC) contractor roster. A single bid was received in the amount of $1,018,530.00. The project budget was approximately $525,000. Accordingly, the bid exceeded the budget by nearly $500,000. Currently, there is more available work than available contractors thereby driving costs up.

There are several possible options in terms of how to proceed with the Project:

1) Accept the proffered bid and complete the planned work this summer. However, this would result in the project exceeding the budget projection by nearly $500,000 which would in turn limit the City’s ability to execute future projects in the CIP.

2) Re-scope the project to a smaller size to reduce the cost. While this approach would allow some work to continue within the budget allocation, it would delay other work thereby resulting in potentially higher costs later.

3) Reject the bid and re-advertise the project for bid this fall. However, there is no guarantee we would receive more cost effective bids in the current market. Further, bidding the work in the fall may result in work being deferred until next spring due to weather.

4) Reject the submitted bid and re-advertise the project for bids in spring 2016. This option would likely result in more bidders due to contractor availability at that time of year, and better cost. However, many residents are expecting some of the associated repairs such as the Highlands Boulevard Median and the Red Cedar Drainage Projects to be completed this year.
Reject the submitted bid and re-advertise the project for bids in spring 2016. Separate the median reconstruction and drainage work from the asphalt repair project and incorporate this work into the scope of work under the upcoming Concrete Repair Project to be administered by the Public Works Department. This option allows the City to: (1) rebid the project at a time when there is more contractor availability thereby achieving better cost savings; (2) avoid delaying maintenance projects; and (3) address the median construction and drainage work in 2015 as planned. The Public Works Director has indicated this shifting of work under the Concrete Repair Project is feasible.

MOTION: Councilmember Todd made a motion to reject the bid submitted by Granite Construction for the 2015 Asphalt Repair Project, Councilmember Kelly seconded the motion. The motion passed unanimously.

Council then discussed what long term effects there might be in delaying these repairs.

CONSENT AGENDA
Approval of Checks #53887 through #53963 and ACH Wire Transfers in the Amount of $276,364.36. (Audit Committee: Mayor Pro Tem Holtzclaw and Councilmember Todd)

Payroll and Benefit ACH Payments in the Amount of $465,355.98. (Audit Committee: Mayor Pro Tem Holtzclaw and Councilmember Todd)

The audit committee had no exceptions to the vouchers as presented.

City Council Meeting Minutes of May 26, 2015
City Council Meeting Minutes of June 2, 2015
City Council Meeting Minutes of June 9, 2015

Ordinance of the City of Mill Creek, Washington, Adopting Amendments to Title 18.06 in the Mill Creek Municipal Code (If approved, would take Ordinance #2015-796)
At the June 2, 2015 City Council meeting, staff presented an ordinance that would amend the Critical Areas Regulations (MCMC Title 18.06) to specifically adopt the new wetland rating system adopted by the Department of Ecology and clarify other provisions in the Code. Following the presentation, Council requested minor revisions to the Ordinance. Accordingly, staff has revised the ordinance to:
1) add a definition for the term “permittee-responsible innovative mitigation; and 2) revise a sentence on page 6 of the ordinance substituting the word “replace” with the word “mitigate” to make the meaning of the sentence clearer.

MOTION: Councilmember Todd made a motion to approve the consent agenda, Mayor Pro Tem Holtzclaw seconded the motion. The motion passed unanimously.

REPORTS
Mayor Pruitt asked staff what Council should do with the wetlands issue email that was received.

Mayor Pro Tem Holtzclaw reported the next Snohomish County Tomorrow (SCT) meeting was cancelled. Also, there are 2 advisory positions on SCT Steering Committee open. He also
recommended that in the future clerk note in the minutes of there are any exceptions from the audit committee. Additionally he thanked Public Works Director Gathmann for handling debris in bike lanes is promptly.

Councilmember Todd mentioned upcoming public meetings for Community Transit’s Swift II.

City Manager Polizzotto brought up Finance Director Manuel’s impending retirement on July 5th and it has been decided he would postpone that date until a replacement is brought on board, which could be the end of the year. She revealed to Council that as a result of no longer providing paper copies of the packet for the meetings, it frees up approximately one entire day of the City Clerk’s time each month.

Mayor Pro Tem Holtzclaw inquired about when the new garbage, recycle and/or yard waste receptacles, being provided by Waste Management, would be delivered to residents since the new contract would be starting July 1st. Public Works Director Gathmann replied he would check with the local representative of Waste Management.

AUDIENCE COMMUNICATION
None.

ADJOURNMENT
With no objection, Mayor Pruitt adjourned the meeting at 7:35 p.m.

______________________________

Pam Pruitt, Mayor

______________________________

Kim Mason-Hatt, Acting City Clerk
CALL TO ORDER
Mayor Pruitt called the meeting to order at 6:00 p.m.

FLAG SALUTE
Flag Salute was conducted.

ROLL CALL
Roll was called by the City Clerk with all Councilmembers present.

AUDIENCE COMMUNICATION
Tai Merzel
3921 138th St SE
Mill Creek, Washington 98012

Mr. Merzel spoke to Council about the proposed Pacific Circle development. He and his neighbors are worried about traffic that will be generated by the new homes. There is also concern about future development increasing the traffic in his neighborhood.

NEW BUSINESS
2015 Catch Basin Cleaning & CCTV Inspection Project Contract
(Rebecca C. Polizzotto, City Manager)

The following agenda summary information was presented:
City streets and public property are an ongoing annual program funded through Surface Water Utility fees. This program reduces sediment and pollutants that end up in area waterways, and also meets the requirements set forth in the City’s National Pollution Discharge Elimination System (NPDES) permit. Catch basins are cleaned out and inspected every other year, which means each year roughly one-half of Mill Creek is serviced.

This year the catch basins in the north and west areas of the City will be cleaned, as well as along SR 96 and SR 527. The ongoing process of closed circuit television (CCTV) inspection will be continued on the storm pipe network in some of the older neighborhoods in Mill Creek, including Vine Maple, Evergreen, Holly and Douglas Fir. In addition, extra pipe cleaning will be performed based on the results of the 2014 CCTV inspection of the storm pipe network in the oldest
subdivisions along Village Green Drive. Many issues are blockages from roots or debris that can be addressed with special cleaning and cutting tools instead of full pipe replacement.

The 2015 Catch Basin Cleaning and CCTV Inspection Project was advertised for bids using the Municipal Research Service Center (MRSC) Small Works Roster. Eight bids were received and opened on June 16, 2015. One bid was rejected for submitting unbalanced unit prices that were deemed to be too low for the required work. The bid rejection was not appealed by the contractor.

Innovative Vacuum Services submitted the lowest responsive and responsible bid in the total amount of $149,791.42. The City’s estimate for the project was $195,778.48. Innovative Vacuum Services is based out of Edmonds and has worked for many local public agencies, including Mill Creek, on past catch basin cleaning contracts. City staff verified the bid prices were correct, the contractor understands the job conditions and time restrictions, and can meet the insurance and bonding requirements. The catch basin cleaning portion of the project is expected to be completed by the end of August, with the CCTV work to be done by the end of October.

Discussion:
A few questions were asked and answered.

MOTION: Councilmember Michelson made a motion to approve Resolution 2015-534, awarding the contract for the 2015 Catch Basin Cleaning & CCTV Inspection Project, Councilmember Cavaleri seconded the motion. The motion passed unanimously 7-0.

Report by the City Manager - First Month's Observations
(Rebecca C. Polizzotto, City Manager)

City Manager Polizzotto spoke to Council about things she has observed since starting with the City June 1. With 4 organizational elements outlined:

• HR Element, the right people in the right positions, deploying performance standards, etc.
• Technology, the right equipment, efficient work flow, serving workers needs
• Organizational, adequate resources, adaptable
• Interfacing, communications, etc.

High priorities are the Police Guild Contract, which is almost completed, the Fire District contract and space needs. Other items are administrative policies and municipal code updates, records management, i.e. retention schedule, organization and electronic records.

Budget management needs restructuring, with the implementation of a purchase order system. Payroll operations need to be streamlined. Pursuing Washington Finance Officers Association awards for budgeting which will provide quality information to the Council and public.

Human Resources needs strengthening with updating and providing personnel policies and an employee handbook.

Reorganization opportunities when employees vacate positions.
In order for Mill Creek to succeed, staff needs to be trained properly. Being active in organizations in respective fields bring opportunities to the City.

Intern programs are something to be pursued. Such as second year law students helping out in the City Attorney’s office or Criminal Justice students aiding in the accreditation process.

In communications the City needs a message that ties everything together. Better communication with Council, employees and citizens. Making government more readily accessible to the public.

The Police Department has had issues attaining and retaining quality officers. Creating specialized units such as traffic, safety, drugs, crime prevention, auxiliary reserves. Another focus is to establish relationships between businesses owners, residents and police officers.

Inmate/work release, or community service crews could be deployed to provide supplemental physical labor.

In the East Gateway Urban Village (EGUV) the City should be more proactive and seek/recruit the type of businesses the City would like to have locate in the area.

A new focus will be a technology master plan.

Understanding how processes work will help improve how the City functions.

Developing a program to help the City obtain more grants; where the City is looking for more grants and how to manage them.

City Manager Polizzotto concluded with noting there are many great things to be done with the Council and staff together.

REPORTS
Mayor Pruitt reminded Council that the Cities and Towns dinner is on July 16 and RSVP’s need to be in by July 9, 2015.

Councilmember Bond reported that the contract negotiations for the fire contract are moving forward.

Councilmember Cavalieri attended the Parks & Recreation Board meeting and the new sign for the Annex Building should be installed soon. Also, the Youth Advisory Board is selling Jamba Juice cards as a fundraiser.

Councilmember Michelson mentioned the upcoming Art Walk on Thursday July 16 at 5:00 pm in the Town Center. She also spoke of the Festival and Run of the Mill.

Councilmember Todd recapped the Association of Washington Cities conference he attended.

City Manager Polizzotto asked Council if they were interested in cancelling the July 14th City Council meeting.
MOTION: Councilmember Todd made a motion to authorize the City Manager to cancel the July 14, 2015 Regular City Council Meeting if no urgent business is found by July 10, 2015, Councilmember Michelson seconded the motion. The motion passed unanimously 7-0.

AUDIENCE COMMUNICATION
Chuck Wright
15907 24th Ave SE
Mill Creek, WA 98012

Mr. Wright is in favor of getting police officers out of their cars and into the community. Police need good informants to do their job. He was also upset by the fact the Youth Advisory Board was having a fundraiser to buy shirts. He believes volunteers shouldn’t have to pay to volunteer and the City should provide the shirts to the members of the Youth Advisory Board.

Karen Brandon
15907 24th Ave SE
Mill Creek, WA 98012

Ms. Brandon wanted to encourage Council to increase training budget for City staff since it is such a great benefit to the City.

EXECUTIVE SESSION
The meeting recessed to executive session at 7:02 p.m. to discuss the potential litigation per RCW 42.30.110(i) for approximately 30 minutes.

At 7:32 p.m., the executive session was extended to 8:02 p.m.

At 8:02 p.m., the executive session was extended to 8:22 p.m.

RECONVENE TO REGULAR SESSION
The meeting reconvened to regular session at 8:22 p.m.

ADJOURNMENT
With no objection, Mayor Pruitt adjourned the meeting at 8:23 p.m.

Pam Pruitt, Mayor

Kim Mason-Hatt, Acting City Clerk
I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES
   A. Approval of Minutes May 13, 2015

IV. OLD BUSINESS
   A. Art Walk
   B. Great Garden Awards

V. NEW BUSINESS
   A. Art in New Parks; Buffalo Park, North Pointe Park

VI. ANNOUNCEMENTS AND REPORTS

VII. ADJOURNMENT

Attachments:

We are trying to make our public meetings accessible to all members of the public. If you need special accommodations, please call City Hall three days prior to this meeting.
Arts & Beautification Board Meeting
June 10, 2015

Members Present:
- Marlene King
- Zach Anders
- Julie David
- Marla Nulph
- Judy Morrier
- Loyt Neiman
- Matt Buchanan

Not Present:
- Danielle Foushee

Also Present:
- Donna Michelson
- Scott Smith
- Kim Mason-Hatt

I. ROLL CALL
Members and staff present as noted above.

MOTION: Member Matt Buchanan moved and Member Marla Nulph seconded to excuse Danielle Foushee from the meeting, the motion passed unanimously.

II. APPROVAL OF MINUTES
MOTION: Member Marla Nulph moved and Member Loyt Neiman seconded to approve the May 13, 2015 minutes, the motion passed unanimously.

III. OLD BUSINESS
Art Walk: The Board received an update on the progress of the June Art Walk.

Great Garden Awards: The program policy was distributed to the Board.

Sustainable Landscape: Working on getting the word out to the public about the program through the Garden Club Garden Tour.

IV. NEW BUSINESS
The Board discussed the idea of placing art in Buffalo Park and North Pointe Park. Buffalo Park construction has been completed and North Pointe Park is in the planning stages.

V. ANNOUNCEMENTS/REPORTS
Councilmember Donna Michelson reported the new City Manager had started work and things were going well.

VI. ADJOURNMENT
The meeting was adjourned at 4:36 p.m.

The next meeting is scheduled for July 8, 2015 at 4 pm City Hall Council Chambers

Submitted by:
Kim Mason-Hatt, Administrative Assistant