

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF FIFE AND THE FIFE POLICE GUILD – COMMISSIONED
REGARDING
12 HOUR SHIFTS FOR PATROL SERGEANTS AND PATROL OFFICERS
And
MANDATORY TRAINING DAYS FOR ALL GUILD MEMBERS

1. Date and Parties. This Memorandum of Understanding (“MOU”) is dated for reference purposes the 24 day of August, 2016, and is entered into between the City of Fife (“City”) and the Commissioned Bargaining Unit for the Fife Police Guild (“Guild”).

2. General Recitals and MOU Purpose.

2.1 The Parties have entered into a Collective Bargaining Agreement with a term commencing on January 1, 2013 and ending on December 31, 2017 (“CBA”). CBA Appendix D addressed 12 hour shifts.

2.2 On July 29, 2015 the Guild gave the City notice that Appendix D would be terminated effective January 1, 2016.

2.3 In October, 2015, the Parties entered into an MOU for the use of a pilot project regarding Patrol Officer’s shift for the 2016 calendar year “(2016 Shift MOU)”. The 2016 Shift MOU provided that unless notice was given by August 1, 2016, the 2016 Shift MOU would automatically terminate on the last shift that commences on December 31, 2016.

2.4 The City and the Guild would like to have the option of using 12 (twelve) hour work shifts for commissioned members of the department who are not assigned to Investigations, in addition to the 10 (ten) and 8 (eight) hour work shifts that are also currently being utilized.

2.5 The Parties have negotiated this MOU for Patrol Officers and Patrol Sergeants to supersede the 2016 Shift MOU and to provide for 12 hour shifts in 2017. The MOU has been negotiated to establish for all Guild members mandatory training days for purposes of scheduling vacation and other types of leave.

3. Term of MOU. The Term of the MOU shall commence on January 1, 2017, and shall continue in full force and effect until the Parties negotiate a new CBA or another MOU that supersedes this MOU, or until earlier terminated pursuant to the provisions of paragraph 6 below.

4. Twelve Hour Shifts. The City may schedule commissioned patrol personnel to work twelve (12) hours per day as a regular work shift, subject to the conditions set forth below.

4.1 Article 11.1 of the Collective Bargaining Agreement as it relates to the defined “work week” is suspended for officers scheduled to work twelve (12) hour shifts. Under the current twelve (12) hour work schedule, an average work week is forty two (42) hours. Overtime at the rate of time and one-half will be paid to any officer who works in excess of twelve (12) consecutive hours per shift; or who works any hours in excess of eighty four (84) hours in any consecutive fourteen (14) day period; or who is assigned to any non-scheduled extra work detail. The City and the Guild have agreed, to implement a fourteen (14) day work period for officers assigned to work twelve (12) hour shifts for the purposes of complying with Section 7(K) of the Fair Labor Standards Act. The provision of Article 11.1 that requires that any changes to the

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posted work schedule follow a minimum thirty (30) day notice (without mutual consent of the parties) remains in force as written.

4.2 The provisions of CBA Article 13.1 relating to emergency call in remains in force as written.

4.3 Because of the forty two (42) hour work week, the twelve (12) hour work schedule allows each officer to accrue additional leave time of 12 (twelve) hours every 6 (six) weeks. These additional leave hours (also known as "Green" time) will be used as follows:

4.3.1 Employees assigned to twelve (12) hour shifts will have this additional leave deposited into a separate leave account.

4.3.2 Leave time is accrued at a rate of two (2) hours per week, with a maximum accrual of one hundred four (104) hours per year. These one hundred four (104) hours of leave shall be "front loaded" into an employee's leave bank at the beginning of the year.

4.3.3 The leave may be scheduled at the discretion of the employee, subject to the exclusion of mandatory training days, and the approval by their immediate supervisor and/or the Chief of Police.

4.3.4 The scheduling of leave may not create overtime at the time that it is scheduled.

4.3.5 These leave hours will not "roll over" into the next year, and must be used by the end of the year in which they are accrued, or they will be lost without further compensation. However, any leave hours that cannot be scheduled through no fault of the employee due to illness, injury, or other circumstances beyond their control, shall roll over into the next year.

4.3.6 These leave hours may not be cashed out at any time.

4.3.7 If a Guild member ceases to be a City Employee then the prorated balance of the Green Time shall be deducted in the same manner as it would be deducted under the early termination provisions of section 6 below.

5. Mandatory Training Days. The following days shall be referred to as Mandatory Training Days:

FEBRUARY 22, 2017	MARCH 8, 2017	MAY 3, 2017
MAY 17, 2017	NOVEMBER 1, 2017	NOVEMBER 15, 2017

Except with special permission for an unusual circumstance on a case by case basis and at the sole discretion of the Chief of Police, a commissioned police officer, detective, or sergeant will not be granted holiday leave, compensatory time leave, green time leave, or vacation leave for any one of the mandatory training days set forth above. These provisions do not apply to any date(s) that have been selected by a police officer, detective, or sergeant as part of an annual regular vacation selection process (ie: one of the four (4) rounds of vacation selected each year as referred to in CBA Article VIII - VACATIONS). These provisions also do not apply to a police officer, detective, or sergeant who needs to use Sick Leave or Bereavement Leave on one or more of these identified dates.

6. MOU Early Termination and its Effects. Either Party, for any reason in their sole discretion, may terminate this MOU by giving at least ninety (90) days written notice prior to the termination effective date. If so terminated the following shall automatically occur on the termination effective date.

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6.1 Any provisions of the CBA that have been suspended during the MOU term shall be in full force and effect.

6.2 The front loaded green time leave bank for each individual shall be adjusted accordingly on a pro-rated basis. Any individual who has utilized green time leave that exceeds a pro-rated green time leave bank adjustment shall have any outstanding leave hours still owed by them deducted from their police holiday leave bank, compensatory time leave bank, or vacation leave bank (in that order). If the employee does not have sufficient time in all of those banks to account for the prorated green time, then it shall be continue to be deducted from any of those banks as additional time is accrued until the pro-rated green time has been reimbursed to the City.

6.3 Police management shall post new work schedules based on the eight hour work shift in accordance with the CBA paragraph 11.1.

6.4 The provisions of paragraphs 4.3.7 and 6.2 regarding reimbursement of the City for unearned green time leave that has been credited prior to the termination effective date shall continue in full force and effect even after the MOU has been terminated until the unearned green time has been fully credited back to the City.

7. Miscellaneous Provisions.

7.1 The Parties acknowledge that they have freely and voluntarily entered into this MOU, after having been afforded the opportunity, if they so choose, to discuss the MOU with their respective legal counsel.

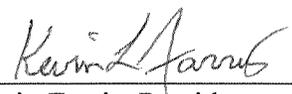
7.2 The MOU requires the signature of the City Manager, the Guild President and the Guild Vice-President in order to be valid and enforceable.

7.3 This MOU incorporates all of the terms and conditions agreed to by the Parties on the subject matter of twelve (12) hour shifts and Mandatory Training Days.



Subir Mukerjee, Fife City Manager

8/31/16
Date Signed



Kevin Farris, President
Fife Police Guild Commissioned Bargaining Unit

09-14-16
Date Signed



Tom Thompson, Vice President
Fife Police Guild Commissioned Bargaining Unit

8/24/16
Date signed