

MOU 2015-2  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF FIFE AND POLICE GUILD – COMMISSIONED  
REGARDING  
DETECTIVE POSITIONS

The Collective Bargaining Agreement (“CBA”) Article XXIX addresses the Detective Positions. Since the time the CBA was negotiated, the Police Department command staff has been working with the Guild to address various operational issues. One of the areas in which the Command Staff and the Guild agree that a change will best serve the interests of the Police Department and the Guild members, is to modify how the detective positions are handled. The parties thus agree that for the duration of the 2013-2017 CBA term, this MOU shall supersede the provisions of CBA Article XXIX.

1. As of January 1, 2013, there are four (4) Detective positions and five (5) Sergeant positions within the bargaining unit. Regarding the detective positions, detective positions #1 and #2 are lifetime appointment positions (as opposed to rotating positions), and detective positions #3 and #4 are rotational. By agreement between the City and the Guild, the third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) detective positions are rotational positions, as long as all four detective positions are maintained and filled. The initial term of the rotation for the third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) detective positions is limited to three (3) years, with an option of two (2) separate one (1) year extensions upon approval of the Chief of Police, after consultation with the Captain Supervising Investigations and the Detective Sergeant. The rotation of the officer currently in the 3<sup>rd</sup> position shall end in September, 2016, unless he is earlier promoted.

2. Should all four detective positions cease to be maintained and filled within the bargaining unit, then the third (3<sup>rd</sup>) detective position will no longer be rotational and will revert back to a lifetime appointment position. Should the third (3<sup>rd</sup>) detective position revert back to a lifetime appointment position, the person promoted into this third (3<sup>rd</sup>) detective lifetime appointment position shall be selected from an established civil service detective promotional list. If a rotational detective position is occupied at the time that the third (3<sup>rd</sup>) detective position changes from a rotational to a lifetime appointment, the person occupying the rotational detective position at that time may also be considered for promotion into the lifetime appointment position, in addition to the names on the promotional list should he/she decide not to test for the position. Any person so selected shall be subject to the probationary requirements listed in Article VI. Provided, if the rotational detective is selected and has already satisfied the initial required six (6) month probationary period, he/she shall not be subject to a probationary period. If a rotational detective is selected who has not yet satisfied their initial six (6) month probationary period as a detective, he/she shall continue to serve on probation until the full six (6) month probationary period has been satisfied, as calculated from the time that he/she was initially promoted into the rotational detective position.

3. In the event that any lifetime appointment detective position should become vacant, any individuals who are promoted into one of these lifetime positions shall be selected from any established civil service detective promotional list that is in effect at the time of the appointment. Any individual who is occupying a rotational detective position at the time that a lifetime detective position becomes open shall also be eligible for consideration for promotion into the lifetime position.

4. PROVIDED THAT: In the event that the City creates, fills, and maintains a sixth (6<sup>th</sup>) sergeant position within the bargaining unit, the following conditions shall apply to rotational detective positions #3 and #4 only:

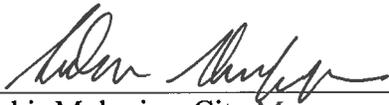
4.1 Detective positions #3 and #4 shall be limited to an initial two (2) year appointment for any newly appointed officers into these positions, with the option of three (3) separate one (1) year extensions upon the approval of the Chief of Police, after consultation with the Captain supervising Investigations and the Detective Sergeant. The City (at its sole discretion) may elect to fill, or not fill, detective position #4 at any time that this fourth position becomes or remains vacant, without detective position #3 reverting back to a lifetime appointment. If the City creates a sixth (6<sup>th</sup>) sergeant position within the bargaining unit, and then allows that sixth (6<sup>th</sup>) sergeant position to remain vacant for any reason without reasonable attempts to fill it expeditiously, then the conditions set forth in paragraphs 1 and 2 above for detective positions #3 and #4 shall govern.

5. Nothing contained in this article applies to the Sergeant that is assigned to supervise the Investigations Division. The Sergeant assigned to supervise the Investigations Division does not count towards the number of detective positions that the department has filled, and shall count as a Sergeant.

6. All of the applicable provisions of the CBA shall apply in interpreting and administering this MOU, including the Grievance Procedures of Article XVII.

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

Dated and Signed:

  
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Subir Mukerjee, City Manager

6/9/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kevin Farris, President  
Commissioned Bargaining Unit – Fife Police Guild

05/30/15  
\_\_\_\_\_  
Date