

RESOLUTION NO. 1688

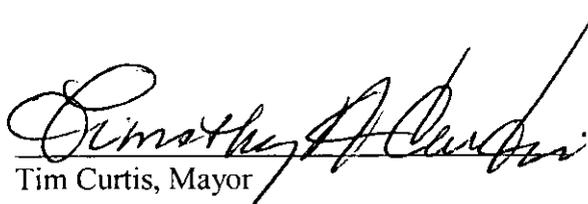
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT WITH THE POLICE GUILD – COMMISSIONED REGARDING OVERTIME

WHEREAS, The City and the Fife Police Guild – Commissioned (“Guild”) have executed a collective bargaining agreement with an effective date of January 1, 2013 and a termination date of December 31, 2017 (“CBA”); and

WHEREAS; an issue has arisen regarding a potential conflict between the payment of overtime and the language in the CBA, and the parties are desirous of resolving the issue by amending the CBA; now therefore,

BE IT RESOLVED that the City Council hereby authorizes the City Manager, to execute the First Amendment to CBA between the Guild and the City that is attached hereto as Exhibit A.

ADOPTED by the City Council at an open public meeting held on the 27th day of October, 2015.


Tim Curtis, Mayor

Attest:


Carol Etgen, City Clerk

FIRST AMENDMENT
TO
AGREEMENT
by and between
CITY OF FIFE
and
CITY OF FIFE POLICE GUILD
(Commissioned)

January 1, 2013 – December 31, 2017

1. Date and Parties. This document ("First CBA Amendment"), for reference purposes only, is dated the ____ day of October, 2015, and is entered into between the City of Fife, a municipal corporation (herein referred to as the City) and the City of Fife Police Guild (herein referred to as the Guild) representing the City of Fife Police Department Guild members (herein referred to as the employees).

2. General Recitals and Purpose. The parties have executed a collective bargaining agreement with an effective date of January 1, 2013 and a termination date of December 31, 2017 ("CBA"). An issue has arisen regarding the payment of overtime, and the parties have agreed to amend the CBA for the sole purpose of resolving the overtime issue.

3. Amendment to CBA paragraph 12.1. CBA paragraph 12.1 is hereby amended to read as follows:

12.1 In the event that a need for overtime should occur in the Police Department because of vacation, sickness or other unforeseen conditions, overtime shall be paid at one and one-half (1 1/2) times the employee's regular rate of pay according to Appendix "A", to the nearest half (1/2) hour. Regardless of the work period in effect for FLSA purposes, overtime shall be accrued on a daily basis for any hours worked beyond the employee's regularly scheduled shift. Bargaining unit members will receive double time pay for all consecutive hours worked in excess of sixteen (16) consecutive hours.

4. Amendment Effective Date. This First CBA Amendment shall become effective on the date set forth in paragraph 1 above. All previous payments that have been made and received for overtime worked prior to the First CBA Amendment effective date are hereby ratified and confirmed as being appropriately paid and received.

5. Confirmation of CBA Terms. Except as expressly modified herein, the CBA terms shall remain in full force and effect.

CITY OF FIFE

FIFE POLICE GUILD

By _____
Subir Mukerjee, City Manager

By Kevin Farris 10-20-15
Kevin Farris, President

Approved as to Form:

Approved as to Form:

City Attorney

Guild Attorney

KF
Guild

City

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF FIFE AND FIFE POLICE GUILD – COMMISSIONED
REGARDING
ALTERNATIVE 2016 PATROL WORK SCHEDULE

The Parties have entered into a Collective Bargaining Agreement with a term commencing on January 1, 2013 and running through December 31, 2017 (“CBA”). Appendix D of the CBA relates to alternative twelve (12) hour shift schedules. On July 29, 2015, the Guild notified the City in writing of the Guild’s intention to terminate the provisions of Appendix D, effective January 1, 2016. The Guild has expressed a desire to try an alternative shift schedule for the Patrol Division that is not covered in the current CBA. The Parties have agreed to try a pilot alternative work period to be used for the Patrol Division in 2016. This memorandum shall automatically terminate at the end of the last shift that commences on December 31, 2016, and Appendix D will remain in full force and effect.

In calendar year 2016 only, sergeants and police officers (both ranks referred to as “officers” for the purposes of this MOU) working in the Patrol Division shall have the following work period and shift scheduling:

1. The officers shall work 8.5 hour work shifts in the following sequence: five (5) shifts on duty for five (5) consecutive days, followed by two (2) days off for two (2) consecutive days, then five (5) shifts on duty for five (5) consecutive days, then three (3) days off for three (3) consecutive days. This cycle shall be defined as the “work period” for purposes of the Fair Labor Standards Act.

2. The work period and shift scheduling set forth in paragraph 1 above will eliminate Green Time accrual related to the working of the above scheduled work shift during the defined work period.

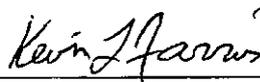
If either of the Parties desire to continue or otherwise modify this MOU past the end of the last shift that commences on December 31, 2016, then they must notify the other Party of their desire to do so on or before 1700 hours on August 1, 2016. This MOU may then only be modified or extended with the mutual consent of both the City and the Guild.

This MOU is not intended to modify any provision of the CBA, except as expressly set forth above regarding to temporarily changing the work period defined in CBA Article 11.1 for the Patrol Division in calendar year 2016. The provision of CBA Article 11.1 related to the posting and changing of the work schedule remains in force as written. All other provisions of the CBA shall remain in full force and effect as drafted. The grievance procedures of CBA Article XVII shall apply to any dispute that arises with regards to the interpretation or application of this MOU.

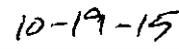
This Memorandum of Understanding is entered into freely and voluntarily by the City and Guild.

Subir Mukerjee, City Manager

Date



Kevin Farris, President
Commissioned Bargaining Unit, Fife Police Guild



Date