

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF FIFE AND THE FIFE POLICE GUILD – COMMISSIONED
REGARDING
DISABILITY LEAVE SUPPLEMENT PROGRAM
FOR
TEMPORARILY DISABLED OFFICERS

1. Date and Parties. This Memorandum of Understanding (“MOU”) is dated for reference purposes the 25th day of October, 2017 (“Effective Date”), and is entered into between the City of Fife (“City”) and the Commissioned Bargaining Unit of 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, and have also executed a collective bargaining agreement that will commence on January 1, 2018 and end on December 31, 2023. Since the terms of this MOU are intended to apply during the effective period of both CBA’s unless earlier terminated, both agreements shall collectively be referred to as the “CBA”.

2.2 The City is required by RCW 41.04.500 to provide for full time members of the Guild a disability leave supplement for those Guild members who qualify for payments under RCW 51 32.090 (“Disability Leave Supplement”).

2.3 The Disability Leave Supplement is intended to be an amount that, when added to the amount payable under RCW 51.32.090, will result in the Guild member receiving the same pay as the Guild member would have received for full time active service, taking into account that industrial insurance payments are not subject to federal income tax or social security taxes (RCW 41.04.505)

2.4 The methodology used by the City in making sure the Disability Leave Supplement program complies with RCW 41.04.505 has been confusing, at best, over the years.

2.5 The purpose of this MOU is to set forth the protocol that will be followed going forward in making sure that a full time Guild member that suffers a temporary total disability from an on-duty injury will receive the compensation intended by RCW 41.04.505.

3. MOU Term. The Term of the MOU shall commence on October 25, 2017 and shall continue in full force and effect during the CBA term, and shall automatically be extended for the term of any subsequent collective bargaining agreements unless either party gives notice at the first negotiation session for any subsequent collective bargaining agreement that the MOU will no longer be in effect. If that notice is given then the MOU will cease to be effective at the end of the term of the collective bargaining agreement that was in effect when the notice was given, unless extended in a writing signed by both Parties.

4. The Guild will not file any grievances or other legal claims against the City based upon the manner in which the City has handled the disability leave supplement issue in the past. The program established by this MOU shall only apply to any Guild members who become entitled to a Disability Leave Supplement after the effective date of the MOU.

City Manager Hu Guild Pres. KA

5. Disability Leave Supplement Program. The Guild members that are deemed by the Department of Labor and Industries to be temporarily totally disabled as a result of an on the job injury sustained while working for the City of Fife, and thus are qualified for payments under RCW 51.32.090 shall be entitled to a Disability Leave Supplement in accordance with the provisions set forth in this section 5.

5.1 The employee shall first use the employee's accrued sick leave benefits in order to meet the compensation level required by RCW 41.04.505 before receiving any compensation from the City under section 5.3 below.

5.2 Any compensation received by the employee from the State of Washington for lost wages shall then be endorsed over to the City by the employee. The City shall then credit the full amount of sick leave used by the employee during the period of time covered by the time loss compensation that is turned over to the City by the employee back to the employee's sick leave bank. The intent is that the employee shall only receive compensation equal to the same base pay that the employee would have normally received working the employee's regularly scheduled shift, not including overtime.

5.3 If the employee has an insufficient amount of accrued sick leave benefits available in order to fully cover the employee's missed time from work in a particular instance, then the City will advance the necessary amount of compensation to the employee in order to ensure that the employee receives the employee's full amount of pay, not including overtime, without interruption. The employee will then endorse over to the City the employee's time loss check, as set forth above, and any sick leave used by the employee will be refunded to the employee's sick leave bank. The intent is that the employee shall only receive compensation equal to the same base pay that the employee would have normally received working the employee's regular scheduled shift, not including overtime.

5.4 If after a period of time the employee sufficiently recovers so that the employee could return to limited duty or light duty work, and if such work is determined by the City to be available, then the employee, as a condition of receiving such temporary limited duty or light duty assignment shall cooperate with the City in seeking to obtain reimbursement to the City for some of the employee's wages during the period of limited duty or light duty work, as authorized by RCW 51.32.090(4). In order to assist the employee's recovery from his/her industrial injury or illness, if the employee needs any medical, physical therapy or other related appointments that will assist in the employee's recovery from the industrial injury or illness, and those appointments occur during a scheduled light duty assignment, then the employee shall be allowed to attend the appointment in a paid status. The employee will notify the employee's supervisor of the appointments as soon as they are scheduled.

6. Miscellaneous Provisions.

6.1 In the case of conflict between the provisions of the CBA, and the provisions of this MOU the terms of the MOU shall control. It is intended that the provisions of the CBA remain in full force in effect, and, except to the extent the CBA terms are not in conflict with the provisions of this MOU, the CBA terms are incorporated herein by reference.

City Manager Hu Guild Pres. KF


6.2 Any reference to a state statute in the MOU includes any additions or amendments thereto. If RCW 41.04.500 is repealed and is replaced with another disability leave supplement program that only applies to City employees that are full-time commissioned law enforcement officers, then the new program shall be automatically substituted into the MOU for the RCW 41.04.500 program. If RCW 41.05.500 is repealed and there is no replacement program established by the state legislature, then this MOU shall automatically terminate on the date that the state program is repealed.

6.3 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.



Hyun Kim, Fife City Manager

11/20/2017
Date Signed



Kevin Farris, President
Fife Police Guild Commissioned Bargaining Unit

11-20-17
Date Signed