MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF FIFE AND THE FIFE POLICE GUILD – COMMISSIONED
REGARDING
OFF DUTY POLICE SERVICES CONTRACT
FOR WORK WITH ACME DELIVERY SERVICE, INC., D/B/A
ACME DISTRIBUTION CENTERS

1. **Date and Parties.** This Memorandum of Understanding ("MOU") is dated for reference purposes the 13th day of September, 2017, 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 CBA Section 31.1 requires that police related off duty employment will be administered by the City, and through the City payroll. The primary reasons for this requirement are: 1) to assure that there is insurance coverage for the officers and for the City, while the officers are working outside of their normal shifts in order to provide police related services for specific organizations whether inside or outside the City, and to other police departments for non-emergent needs for additional officers; and 2) to eliminate any concern that the City is allowing the officers to use City equipment for non-city purposes, thus creating a potential argument that there has been an unlawful use of City funds and equipment. For ease of reference this type of work shall be referred to herein as “Off Duty Employment” or “Off Duty Work”.
   2.3 Some of the Fife Police Officers appreciate the opportunity to earn extra income from Off Duty Employment, even though the pay rate that is offered may be less than they earn for work performed under the CBA terms.
   2.4 Although the Guild and the City have entered into a memorandum of understanding that specifically relates to Off Duty Employment, the nature of this specific contract with ACME DELIVERY SERVICE, INC., d/b/a/ ACME DISTRIBUTION CENTERS, INC. (“ACME”) is for an extended period of time, and thus the Parties have agreed to execute this MOU that just relates to the ACME Contract. The ACME Contract terms are incorporated herein by reference.
   2.5 The purpose of this MOU is to set forth terms that will apply to Off Duty Work that will be performed in order to fulfill the ACME Contract requirements that may be inconsistent with certain provisions of the CBA.

3. **MOU Term.** The Term of the MOU shall commence on September 18, 2017, and shall continue in full force and effect during the term of the ACME Contract. Provided, the Guild may, with forty-five (45) days written notice to the City, terminate this MOU. In that case the City will give ACME the required notice under the ACME Contract to terminate the ACME Contract.

City Manager

Guild Pres.
Contract on the date given in the Guild notice. The Guild shall continue to provide Officers to fulfill the ACME Contract until the termination date.

4. **Conditions for Approval of Off-Duty Work.** All of the following conditions must be met in order for an officer to perform Off Duty Work on the ACME project:

4.1 All officers that intend to be assigned to the particular Off Duty Work assignment must first sign the Off Duty Work Assignment Agreement for the assignment. The form of agreement is attached to this MOU as Exhibit A.

4.2 All Off Duty Work must be approved by the Fife Chief of Police. By signing this MOU the Guild agrees that so long as the attached form is used, the Guild does not have to sign each Duty Work Assignment Agreement. Provided, the Guild may, upon request to the Chief, review all signed Off Duty Work Agreements.

4.3 The contract that the City entered into with ACME (which was initiated at ACME’s request), will provide commissioned Fife Police Department personnel with an opportunity to perform off-duty law enforcement work within the City of Fife while supplementing their usual income. Because this is an extra duty contract that provides primarily for off-duty “site security” work by commissioned law enforcement officers, the Guild has agreed that any commissioned personnel choosing to voluntarily work this detail (regardless of rank or position) will be paid at the rate of fifty-two and 74/100 dollars ($52.74) per hour for all hours worked, regardless of the number of hours worked.

4.4 Officers will not exceed sixteen (16) continuous hours on duty (counting both regular duty time and ACME time), and officers will have at least eight (8) hours between the last hour they work either regular duty or Off Duty and the time they start a full schedule work shift at the Fife Police Department. Provided, that in extraordinary circumstances or emergency situations, the Officer’s supervisor may grant an exception to this restriction.

4.5 All bargaining unit members will comply with all established City and Department policies while providing police services under the ACME Contract.

4.6 The responsibility for the scheduling of work shifts and other administrative oversight functions for this job may be assigned to any suitable sergeant(s) by the Chief of Police.

4.7 The scheduling of the work shifts shall be conducted in the following manner:

4.7.1 The supervisor(s) responsible for scheduling will define a specific period of time during which available shifts can be signed up for by bargaining unit members. Once the established deadline for signing up has been reached for any designated period (block) of time, shifts to be worked during that period of time will be assigned to bargaining unit members before any personnel outside of the bargaining unit are offered remaining shifts (if any). The most eligible senior officer shall be awarded the first shift of his/her choice, with any remaining available shifts offered in a similar manner to the other officers, in descending order of seniority, until either all shifts have been filled or the seniority list has been exhausted. Any remaining shifts shall then be offered in additional “rounds” of selection, by seniority, until there are either no more shifts available or there are no bargaining unit members available to work the remaining open shifts. Provided, if all offered shifts haven’t been filled within fourteen (14) days of the unfilled shift, then the selection process under this section shall terminate and the shift selection process of will be offered to commissioned officers outside of the bargaining unit, as set forth

City Manager [Signature]  Guild Pres. [Signature]
below. Provided, however, the above timeline shall not apply to the first shift offerings under this MOU as the ACME contract begins in less than fourteen (14) days.

4.7.2 Once the procedures outlined above in Section 4.7.1 have been completed, any remaining open shifts shall be offered to the Command Staff of the Fife Police Department.

4.7.3 Once the procedures outlined above in Sections 4.7.1 and 4.7.2 have been completed, any remaining open shifts may then be offered to commissioned police officers of other police agencies that have been approved and agreed upon by the Chief of Police and the Guild.

4.8 The City and the Guild recognize that the size and scope of the contract with ACME is a unique situation that provides for off-duty employment opportunities, and that from time to time unexpected or emergent situations may arise that necessitate a reasonable deviation from these guidelines, on a case by case basis. The usual grievance process will not be utilized to resolve disputes arising from matters that are strictly related to working jobs under the ACME contract. The Chief of Police and the Guild’s executive board officers will work together to address any of these issues, with the goal of arriving at a satisfactory resolution.

4.9 Any commissioned police officer who accepts an ACME shift has the sole responsibility for ensuring that he/she works his/her shift(s) as scheduled. If the officer cannot work their shift due to unexpected circumstances that arise after the shift has been accepted, it will be solely that officer’s responsibility to arrange for any such shift(s) to be worked by another officer in accordance with the established seniority rules and procedures that are outlined above. In an emergency situation that requires an officer to unexpectedly have to leave the work site, the on-duty supervisor (or in the absence of an on-duty supervisor the on-call supervisor) shall be contacted for assistance as soon as possible.

4.10 Any officer who violates any of the terms or conditions of working assigned shift(s), or who fails to work their assigned shift(s), or whose regular on-duty job performance becomes either deficient or is affected by their off-duty ACME shift work, may be precluded by the Chief of Police from working ACME shifts for a period of up to six (6) months. Repeated violations may result in the Chief of Police revoking the permission of any individual officer(s) from working ACME shifts for a period of time longer than six (6) months.

4.11 The use of City police uniforms, vehicles, and equipment are authorized for this job. Provided, the Officer using a City Vehicle shall have deducted from his paycheck the per diem rate for use of a City Vehicle for performing ACME work unless the Officer does not currently pay per diem for his commute to and from work and the Officer either finishes the ACME Off Duty Work and then reports to his regular shift, or goes directly from his regular shift to the ACME site to perform Off Duty Work.

5. CBA Provisions. The CBA provisions regarding rate of compensation, overtime, and selection of shifts shall not apply to Off Duty Work Assignments. In addition, management employees shall also be allowed to perform Off Duty Work Assignments without regard to whether or not the work to be performed is work covered by the CBA. In the case of conflict between the provisions of the CBA, and the MOU and Off Duty Work Assignment Agreement, the terms of the MOU and the applicable Off Duty Work Assignment Agreement shall control. The rate of pay that the officers shall receive for each Off Duty work assignment shall be specified in the agreement, and all hours worked for Off Duty Work shall not be calculated for purposes of determining overtime rates of pay applicable to shift work and call back. Except as

City Manager

Guild Pres.
specified in this section, all other provisions of the CBA shall remain applicable to all Off Duty Work assignments.

6. **Miscellaneous Provisions.**

6.1 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.

6.2 This MOU shall become effective when signed by all signatories set forth below.

6.3 This MOU specifically applies only to the Off Duty Work under the ACME Contract. This MOU in no way sets precedent for any other work that is performed by members of the Commissioned Bargaining Unit in the course of their employment with the City. This MOU in no way sets precedent for how any future Off Duty Employment contracts may be administered.

6.4 The officers shall receive payment for all Off Duty Work in the normal course of the City’s payroll process that is in effect at the time that the work is performed.

Hyon Kim, Fife City Manager  
Date Signed: 9/19/2017

Kevin Farris, President  
Fife Police Guild Commissioned Bargaining Unit  
Date Signed: 09/13/17

City Manager  
Guild Pres.
EXHIBIT A
TO THE
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Exhibit A is Effective on September 18, 2017

The listed Commissioned Fife Police personnel who have provided their signatures on page 2 of this exhibit acknowledge that they have read and understand the contents of the referenced MOU governing voluntary participation in Acme off duty employment opportunities. These officers agree, as a condition of their voluntary participation in the Acme off duty employment opportunities, to be bound by the provisions of the referenced MOU, as well as any attachments and/or future revisions that may be negotiated between the City and the Guild.

It is understood that future negotiations between the City and/or the Guild and/or Acme may change the rate of pay and/or deductions for the Acme off duty work. It is also understood that the present applicability of federal law, state law, or other applicable law or labor rule may also change the rate of pay and/or deductions for the Acme off duty work.
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