MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF FIFE AND THE FIFE POLICE GUILD – COMMISSIONED
REGARDING SELECTED SPECIALTY ASSIGNMENT ROTATIONS

This Memorandum of Understanding is being voluntarily entered into between the City and the Guild for the purpose of establishing selection processes and rotational periods for selected specialty assignment positions within the department.

The City and the Guild agree that the ultimate authority to assign personnel to the specialty assignments listed below resides with the Chief of Police, provided that the procedures that are outlined in this MOU regarding the selection process, rotational periods, and removal of personnel from specialty positions are followed.

The City and the Guild agree that the Chief of Police may determine the number of positions that are to be filled for any given specialty assignment listed below, however, any positions that are actually filled shall not be vacated except as outlined below.

The City and the Guild agree that a standardized selection process shall be developed and followed for the filling of any given specialty position. This process will generally consist of an open application period for those qualified commissioned officers who are interested in an open position, followed by an oral board. The Chief of Police shall take into consideration the contents of each individual commissioned officer’s application, as well as the results of the oral board, when making a determination as to which officer(s) are to be appointed to open position(s). Should the Chief of Police determine that there are no suitable sergeants who have applied for an open Detective Sergeant rotation, the Chief may at his discretion assign any sergeant to a rotation in that position. Should there be no suitable and eligible police officers who apply for an open School Resource Officer (SRO) rotation, the Chief of Police may assign any police officer to a rotation in that position.

The City and the Guild agree that once a commissioned officer has been appointed to an open specialty position that is listed below, that position will not be vacated unless any one of the following circumstances occur: 1) the officer voluntarily vacates the specialty assignment; or 2) the rotational period has expired; or 3) the officer is promoted to detective or sergeant; or 4) the officer is removed from the specialty position for just cause pursuant to a progressive discipline action; or 5) the department chooses to no longer staff the specialty position in question.

The City and the Guild agree that all commissioned personnel as of 12/01/17 who are occupying one of the specialty positions listed below (including the Detective Sergeant and the SRO) shall be grandfathered into a new rotational period for that specialty position, with the period of the new rotation beginning on 12/01/17.

City__ Guild __
The City and the Guild agree that no commissioned officer may apply for a specialty position unless he/she is off of probation, has at least three years of full time law enforcement experience, and meets any prerequisite qualifications for the position that he/she is applying for.

The City and the Guild agree that commissioned personnel who are completing a rotational period for a specialty assignment may re-apply for a new rotational period for that same specialty assignment, subject to the selection processes outlined above. The Chief of Police may take into consideration when deciding on which commissioned officers to appoint to a specialty position, what previous opportunities those commissioned officers have had to work in a specialty assignment. It is the goal of the City and the Guild to allow qualified officers who are suitable to participate in specialty positions to have a fair and reasonable opportunity to do so.

The following specialty assignments are identified as having the following rotational periods. The additional one year extensions referred to below may be granted at the discretion of the Chief of Police, who will consider the commissioned officer’s overall performance and merit when deciding whether or not to grant one or both extensions:

- Detective Sergeant - Three (3) years, with the option of two (2) one (1) year extensions;
- School Resource Officer (SRO) - Three (3) years, with the option of two (2) one (1) year extensions;
- Motorcycle Officer - Three (3) years, with the option of two (2) one (1) year extensions;
- Target Zero Teams (DUI) - Three (3) years, with the option of two (2) one (1) year extensions;
- Honor Guard - Three (3) years, with the option of two (2) one (1) year extensions;
- MCRT (Collision Tech or Collision Reconstructionist) - Five (5) years, with the option of two (2) one (1) year extensions;
- SWAT Team Member / SWAT Negotiator - Five (5) years, with the option of two (2) one (1) year extensions;
- Civil Disturbance Team - Five (5) years, with the option of two (2) one (1) year extensions;
- K9 – Assignment is for the working life of the dog. If the dog leaves service before a minimum of three (3) years, the K9 Officer shall be offered the opportunity for another dog.

This MOU does not supersede any of the provisions of either the 2013-2017 or the 2018-2023 Commissioned CBAs, and is being entered into freely and voluntarily by the City and the Guild.

Peter Fisher, Chief of Police  12/19/17

Kevin Farris, President 12/19/17
Commissioned Bargaining Unit