

Memorandum of Understanding between the  
City of Fife and the Fife Police Guild-Commissioned regarding  
Work Schedule

1. **Date and Parties** This Memorandum of Understanding (MOU) establish changes that will become effective February 1, 2020 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 (CBA), effective 2018-2023. The terms of this MOU are to apply from February 1, 2020 through December 31, 2023 and become part of the referenced CBA.

2.2 The purpose of this MOU is to modify conditions for the patrol officers' schedule, and mandatory training days for all guild members.

2.3 All conditions of Article XI - WORK SCHEDULE of the current CBA will remain in effect with the exception of Section 11.1. Conditions for the modification of Section 11.1 are outlined in Section 5 of this MOU.

3. **Patrol Schedule**

3.1 Officers assigned to patrol will work within a ten/twelve (10/12) hybrid schedule. This schedule will consist of a group of officers working ten (10) hour shifts and another group working twelve (12) hour shifts on the opposite days of week of the ten (10) hour shifts. All shifts will overlap every other Wednesday.

3.2 The days of the week, and hours of day, each shift works will be determined for the year via discussions between the Guild and the Fife Police Department Command Staff (Command).

4. **Ten (10) Hour Schedule**

4.1 Officers working the ten (10) hour schedule will work four (4) consecutive ten (10) hour shifts per week. There will be a ten (10) hour day shift, swing shift, and graveyard shift. Hours and days of the week for each shift will be determined pursuant to Section 3.2 of this MOU.

4.2 For the day shift and swing shift, there will be a minimum of two (2) officers working at a time, including patrol sergeants. For the graveyard shift, there will be a minimum of three (3) officers working at a time, including patrol sergeants. The three (3) officer minimum for graveyard can include an officer or patrol sergeant from an overlapping shift.

4.3 Overtime is accrued in accordance with Article XII - OVERTIME of the CBA.

4.4 Work week and changes to the schedule conditions are the same as in Section 11.1 of CBA.

5. **Twelve (12) Hour Schedule**

5.1 There will be a twelve (12) hour day shift and graveyard shift. Hours and days of the week for each shift will be determined pursuant to Section 3.2 of this MOU. For the day shift, there will be a minimum of two (2) officers working at a time, including patrol sergeants. For the graveyard shift, there will be a minimum of three (3) officers working at a time, including patrol sergeants. However, the City agrees to restrict non-mandatory training or assignments away from patrol to only two (2) officers at a time for day shift.

5.2 Commissioned patrol officers will be assigned to work twelve (12) hours per day as a regular work shift, subject to the conditions set forth herein.

5.2.1 Section 11.1 of the CBA as it relates to the defined "work week" is suspended for officers scheduled to work twelve (12) hour shifts. Under the current twelve (12) hour work schedule, an average work week is forty-two (42) hours. Overtime, at the rate of time and one-half, will be paid to any officer who works in excess of twelve (12) consecutive hours per shift, or who works any hours in excess of eighty-four (84) hours in any consecutive fourteen (14) day period, or who is assigned to any non-scheduled extra work detail. The City and the Guild have agreed to implement a fourteen (14) day work period for officers assigned to work twelve (12) hour shifts for the purposes of complying with Section 7(K) of the Fair Labor Standards Act.

5.3 Because of the forty-two (42) hour work week, the twelve (12) hour work schedule allows each officer to accrue additional leave time of twelve (12) hours every six (6) weeks. These additional leave hours, known as "green time", will be implemented as follows:

5.3.1 Employees assigned to twelve (12) hour shifts will have their green time deposited into a separate leave account.

5.3.2 Green time is accrued at a rate of two (2) hours per week, with a maximum accrual of one hundred four (104) hours per year. These one hundred four (104) hours of green time shall be front loaded into an employee's green time leave bank on February 1 of each year.

5.3.3 The green time may be scheduled at the discretion of the employee, subject to the exclusion of mandatory training days and approval by their immediate supervisor and/or Command.

5.3.4 The scheduling of green time may not create overtime at the time it is scheduled.

5.3.5 These green time hours will not roll over into the next year, and must be used by the end of the year in which they are accrued, or they will be lost without further compensation. However, any green time hours that Command confirms could not be scheduled through no fault of the employee due to illness, injury, or other circumstances beyond their control, shall roll over into the next year.

5.3.6 These green time hours may not be cashed out at any time.

5.3.7 If a Guild member ceases to be a City Employee, then the front loaded green time leave bank for such member will be adjusted accordingly on a pro-rated basis. If the member has utilized green time leave that exceeds the pro-rated green time leave bank amount, then the member shall have the outstanding green leave hours still owed deducted from their police holiday leave, bank, compensatory time leave bank, or vacation leave bank (in that order).

5.4 Changes to the twelve (12) hour schedule must be posted thirty (30) days in advance, unless mutually agreed upon between the Guild member and Command.

## 6. Mandatory Training Days

6.1 There shall be six (6) mandatory training days for each shift. Three (3) of the training days shall be scheduled prior to shift bids for the following schedule year. Those three (3) days will be agreed upon between Command and the Guild prior to shift bids. The other three (3)

mandatory training days will be scheduled by Command as needed with thirty (30) days' notice.

6.2 Except with special permission for an unusual circumstance on a case-by-case basis and at the sole discretion of Command, a Guild member will not be granted holiday leave, compensatory time leave, green time leave, or vacation leave for any of the mandatory training days set forth above. These provisions do not apply to any date(s) that have been selected by a Guild member as part of the annual regular vacation selection process (i.e. one (1) of the four (4) rounds of vacation selected each year as referred to in Article VIII - VACATIONS). These provisions also do not apply to a Guild member who needs to use sick leave or bereavement leave on any of the mandatory training dates.

7. **Specialty Assignments Restrictions**

7.1 An officer assigned to a K9 position agrees to work any available graveyard or swing shift.

7.2 Officers assigned as tactical members of the Metro Tactical Response Team (TRT) agree to not to bid the same shift.

7.3 All other conditions of the CBA referencing K9 and TRT apply.

  
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Hyun Kim, City Manager

12/4/2019  
Date Signed

  
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Ryan Micenko, President  
Fife Police Guild Commissioned

12/5/19  
Date Signed