

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF FIFE AND THE FIFE POLICE GUILD – COMMISSIONED  
REGARDING  
OFF- DUTY POLICE SERVICES CONTRACT FOR WORK OUTSIDE OF THE CITY

1. Date and Parties. This Memorandum of Understanding (“MOU”) is dated for reference purposes the 17<sup>th</sup> day of April, 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 (“CBA”).

2.2 CBA section 31.1 requires that police related off duty and extra 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 to assist other organizations outside the City, and other police departments for non-emergency need 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 Work”.

2.3 Some of the Fife Police Officers appreciate the opportunity to earn extra income or participating in special events outside of the City, even though the pay rate that is offered by those jurisdictions may be less than they earn for work performed under the CBA terms.

2.4 The purpose of this MOU is to set forth terms that will apply to Off Duty Work that may be inconsistent with certain provisions of the CBA.



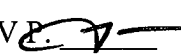
3. MOU Term. The Term of the MOU shall commence on April 15, 2017, and shall continue in full force and effect until terminated by the Guild by written notice to the City. If so terminated by the Guild, then no Off Duty Work shall be approved by the Chief of Police unless the rate to be paid to the City for such Off Duty Work is sufficient to reimburse the City for the City’s total cost of compensation for such work calculated at the time and one half rate under the CBA.

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:

1. The Chief must receive a request for assistance from the Chief of Police from the jurisdiction in which the Off Duty Work is being performed;

2. 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.

3. 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.

City Manager  Guild Pres.  Guild V.P. 

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 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 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.

  
\_\_\_\_\_  
Subir Mukerjee, Fife City Manager

4/18/17  
Date Signed

  
\_\_\_\_\_  
Kevin Farris, President  
Fife Police Guild Commissioned Bargaining Unit

04-17-17  
Date Signed

EXHIBIT A  
TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF FIFE AND THE FIFE POLICE GUILD – COMMISSIONED  
REGARDING  
OFF- DUTY POLICE SERVICES CONTRACT FOR WORK OUTSIDE OF THE CITY

**OFF DUTY WORK ASSIGNMENT AGREEMENT**

1. Date and Parties. This Off Duty Work Assignment Agreement (“Agreement”) is dated for reference purposes the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is entered into between the Chief of Police for the City of Fife (“City”) and \_\_\_\_\_ (“Employee”).

2. General Recitals and Off Duty Work Assignment Agreement.

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 (“CBA”).

2.2 CBA section 31.1 requires that police related off duty and extra 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 to assist other organizations outside the City, and other police departments for non-emergency need 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 Work”.

3. Off Duty Work Assignment Details.

3.1 Off Duty Work Assignment Location: \_\_\_\_\_

3.2 Off Duty Work Date(s) of Assignment: \_\_\_\_\_

3.3 Off Duty Work Time(s) of Assignment: \_\_\_\_\_ .M. to \_\_\_\_\_ . M.

\_\_\_\_\_ .M. to \_\_\_\_\_ . M

\_\_\_\_\_ .M. to \_\_\_\_\_ . M

3.4 Off Duty Assignment Hourly Rate of Pay: \$ \_\_\_\_\_

4. Off Duty Work Payment.

4.1 Employee 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 Off Duty Work is performed. Employee acknowledges that the hourly rate of pay set forth above is the only compensation that Employee will receive for the Off Duty Work and no overtime will be paid for Off Duty Work, regardless of the number of hours worked in a day, or in a pay period. In additions, the provisions in the CBA

Off Duty Work Assignment Agreement

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\_\_\_\_\_  
City                      Employee

*KA* \_\_\_\_\_ *[Signature]* *[Signature]*

regarding additional pay for certifications, duty assignments, education, and so on will NOT be added to this hourly rate, nor shall the hours worked be added to your normal on duty hours for purposes of calculating overtime for either the Off Duty Work, or your on duty work.

5. CBA Provisions/Conflict of Provisions.

5.1 The CBA provisions regarding rate of compensation, overtime, and selection of shifts shall not apply to Off Duty Work Assignments.

5.2 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.

5.2 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.

\_\_\_\_\_  
\_\_\_\_\_  
(Employee Printed Name)  
Employee

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
\_\_\_\_\_  
Pet Fisher  
Chief of Police  
City of Fife

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
City Employee

*KA* *[Signature]* *[Signature]*