

JOINT MEMORANDUM OF UNDERSTANDING
Between
City Of Bellingham
And
Bellingham Police Guild
And
Guild of Pacific Northwest Employees, Local 1937

Community Service Officer Position

I. **PURPOSE:** This Memorandum of Understanding outlines the mutual understanding between the parties regarding the creation of a new Community Service Officer position.

III. **SCOPE:** This agreement covers members of the Local 1937 bargaining unit and members of the Bellingham Police Guild.

IV. **AGREEMENT:**

WHEREAS, the Bellingham Police Guild is the exclusive bargaining agent for all fully commissioned employees of the Bellingham Police Department, excluding the Chief, Deputy Chiefs, Captains, Lieutenants and all non-commissioned employees of the Department; and,

WHEREAS, the Guild of Pacific Northwest Employees is the exclusive bargaining representative for all non-uniformed, non-exempt employees not covered by other City bargaining units; and,

WHEREAS, the parties met separately to discuss the decision to create the Community Service Officer position; and,

WHEREAS, the parties have a joint interest in providing effective, efficient public safety services to residents of the City of Bellingham while achieving clarity regarding bargaining unit work; and,

NOW, THEREFORE, the parties agree that:

- The new Community Service Officer position is a civilian position performing law enforcement related duties that do not require the authority of a commissioned police officer. These duties have historically been performed by commissioned officers and are currently the exclusive bargaining unit work of the Bellingham Police Guild.
- Following a review of the union recognition clause in the Guild of Pacific Northwest Employees, Local 1937 collective bargaining agreement, the new Community Service

Officer position is appropriately represented by the Guild of Pacific Northwest Employees, Local 1937 bargaining unit.


- In the interest of public safety, the Bellingham Police Guild agrees to share the work to be performed by Community Service Officers with members of the bargaining unit represented by the Guild of Pacific Northwest Employees, Local 1937.
- The Bellingham Police Guild will retain primary responsibility and work jurisdiction for the law enforcement related duties to be assigned to Community Service Officers in a support role.
- The Bellingham Police Guild reserves the right to exclusively resume the duties described in the Community Service Officer II section of the classification specification (attached) effective thirty (30) days following written notice to the City of Bellingham and Guild of Pacific Northwest Employees within two years of execution of this agreement.
- The City of Bellingham and Bellingham Police Department shall be solely responsible for the conduct of Community Service Officers including assigning work, determining duties, scheduling hours of work, and determining the number of Community Service Officers to be assigned to duty at any time. The City reserves the right to eliminate the CSO position and revert all CSO duties back to the Bellingham Police Guild should it be deemed necessary for efficient business operations.
- This memorandum of understanding shall be effective immediately upon full execution and shall survive the expiration of any particular collective bargaining agreement.

EXECUTED, this 21 day of Sept, 2022 for **Bellingham Police Guild:**




President

EXECUTED, this 4th day of Nov, 2022 for **Local 1937:**



President

DATED this 14 day of November, 2022 for the **CITY OF BELLINGHAM:**



Mayor

ATTEST:




Finance Director


Police Chief



Human Resources Director

APPROVED AS TO FORM:


Office of the City Attorney