



MEMORANDUM OF UNDERSTANDING

Between

City Of Bellingham

and

IAFF Local 106B

Temporary Modified Duty Assignments

- I. **PURPOSE:** The purpose of the agreement is to establish collective bargaining agreement language to the intent and handling of Modified Duty. The new article shall be numbered and titled, "Article 49, Temporary Modified Duty Assignments."
- II. **SCOPE:** This MOU applies to all members of IAFF Local 106B bargaining unit.
- III. **WHEREAS:** The department has historically offered Modified Duty assignments for a variety of reasons to 106B members, and;

WHEREAS: The Local filed a grievance dated November 24, 2024, regarding concerns the Local raised about members working in Temporary Modified Duty assignments, and;

WHEREAS: Local 106B has expressed interest in creating CBA language that clarifies expectations around Temporary Modified Duty Assignments, and;

WHEREAS: The city and Local agreed to settle the grievance with the creation of such CBA language,

NOW THEREFORE: The following language shall be considered when addressing Temporary Modified Duty Assignments and shall be introduced into the CBA during the next regularly occurring negotiation process.

IV. AGREEMENT:

49.1 General Considerations

Modified duty is a temporary, restricted and limited assignment for employees that are medically unable to fulfill the full duties of their position due to injury or illness. Modified duty assignments are subject to a physician's release, current operational needs of the Department and consistent with federal and state law, the Collective Bargaining Agreement and City and Fire Department policy. All modified duty requests are evaluated on a case-by-case basis.

Employees on modified duty shall suffer no loss of wages or benefits. Employees will continue to accrue vacation and sick time in accordance with the assigned position they held prior to the modified duty assignment. Operations personnel will not be eligible for any administrative premium or out-of-class pay. Employees assigned to modified duty shall not work overtime, without prior approval, the employee shall not be forced to flex their time. No permanent position shall be created or maintained as a temporary modified duty assignment or delay the filling of a vacant position.

DATED this _____ day of _____, 2025 for **IAFF Local 106:**

IAFF Local 106 President

Bellingham E-Board Member

DATED this _____ day of _____, 2025 for the **CITY OF BELLINGHAM:**

Bill Hewett, Fire Chief

Mayor

Finance Director

Human Resources

APPROVED AS TO FORM:

Office of the City Attorney