

**MEMORANDUM OF UNDERSTANDING  
CITY OF BELLINGHAM  
AND  
BELLINGHAM POLICE GUILD**

**Modification of Recall to Duty Provisions**

**I. PURPOSE:**

This Memorandum of Understanding (MOU) outlines changes to the terms of Article 4 – Recall to Duty.

**II. SCOPE:**

This Memorandum of Understanding applies to all employees covered under the Collective Bargaining Agreement (CBA) between the City of Bellingham and the Bellingham Police Guild.

**III. AGREEMENT:**

WHEREAS, it has been recognized by both the Bellingham Police Guild and City of Bellingham that the Recall to Duty provisions of Article 4 of the CBA should be modified to accurately reflect the mutual understanding between the parties regarding SWAT call out; and

WHEREAS, the Department and Guild have a mutual interest in providing clarity and consistency to Guild members in compensation for SWAT call outs;

NOW, THEREFORE, the parties hereby agree as follows:

- The following contract language shall be altered to reflect the new language as shown below in red, and with the deleted wording shown in ~~strike-through~~:

**ARTICLE 1 - RECALL TO DUTY**

**4.1 Involuntary Recall to Duty** – Except as otherwise provided in the collective bargaining agreement, employees who are ordered back to duty or ordered to attend a court appearance, to attend police related schools (excluding in-residence type training schools), specified department meetings, except as provided below, training sessions or other related duties shall be compensated as outlined in the following sections of this Article. It is understood and agreed that employees required to remain after normal shift hours for the purpose of participating in any police related activity shall be paid in accordance with the overtime provisions of Article 3 of this agreement.

- (a) On Regular Days Off:** Employees shall be guaranteed a minimum of four (4) hours of pay at the overtime rate of time and one-half.

**(b) During Vacation:** Employees recalled to duty during vacation will continue to receive their regular rate of pay plus an amount equal to their regular assigned shift pay at time and one-half plus return of their vacation day (which must be scheduled in the same manner as any other vacation day); provided, employees may elect to receive an amount equal to their regular assigned shift pay in lieu of the return of vacation day. If an employee is recalled to duty during vacation, but it falls on a regularly scheduled day off, they will receive the day off recall-to-duty minimum pay (see A. above) plus an amount equal to a regular shift at time and a half. No vacation day will be returned. Any employee contacted for callout purposes shall notify the caller of their vacation status.

For purposes of compensation at the vacation recall rate:

- i. An employee is deemed to be on vacation on the day following their last working day, beginning at 0620 regardless if that first day is a vacation day or a regularly scheduled day off. Provided, if a night-shift person is held over, it shall be considered as an extension of shift and not vacation.
- ii. An employee is deemed to be on vacation on regularly scheduled days off preceding a vacation week (subject to 1 above), and on the days off between weeks of scheduled vacation.
- iii. An employee is deemed to be on vacation on their regularly scheduled days off at the end of 1 week (or more) of vacation period.
- iv. If an employee uses compensatory time, holiday time, or vacation time to extend a 1-week or longer vacation period, thereby encompassing regularly scheduled days off, they shall be deemed on vacation for recall compensation for the entire period ONLY if this scheduling was arranged sufficiently in advance to be included on the current shift schedule as issued prior to the actual start of the shift. Vacation recall pay shall not be paid on the day upon which an individual is scheduled to return to work.

**(c) Between Shifts:**

- i. If an employee is recalled within 1 hour after having been placed off duty, such recall shall be considered as an extension of the regular shift and shall be paid at the regular shift overtime rate of time and one-half.
- ii. The provisions of Section (1)(A) of this Article shall also apply to employees recalled to duty after release when working a 2020 - 0700 shift if said employee is recalled between the last on-duty hour and prior to the second hour before the next shift.
- iii. If recall is after the first off-duty hour and prior to the second hour before

the next normal scheduled duty hour, such recall shall be paid for at time and one-half for hours on duty, with a minimum guarantee equivalent to 4 hours at the regular rate of pay.

#### **4.2. SWAT Activation**

- i. If a SWAT activation extends beyond twenty (20) minutes from the time notification is provided to SWAT team members, employees who acknowledge the activation and indicate their intent to report for duty shall be compensated in accordance with Article 4.1, beginning at the time of acknowledgement.
- ii. If a SWAT activation is cancelled twenty (20) minutes or less after the initial notification, and employees who acknowledge the activation and indicate their intent to report for duty shall receive one (1) hour of compensation at the overtime rate of time and one-half.

**4.32 Voluntary Duty (Commercial Enforcement/Security Contract Work Within the City)** - The City has implemented, pursuant to its governmental authority, a program regulating commissioned employees of the City in the performance of outside police-related employment.

In prohibiting private activity of a police nature by commissioned employees of the Police Department, the City, as an alternative thereto, provides such services when proper and possible to local business, and in so doing utilizes off duty commissioned employees on an on duty/overtime basis where qualified employees voluntarily desire to perform such additional services. Voluntary Duty shall be compensated in pay only and cannot be banked as compensatory time off.

Voluntary duty is defined as commercial enforcement and security contract work performed by off duty commissioned employees on a voluntary basis. Voluntary Duty will be designated "voluntary" on the sign-up sheet when posted. Off duty assignments shall not be considered voluntary duty for the purpose of this agreement when the City would mandate coverage. Off-duty work assignments for which the City would mandate coverage will indicate "mandatory" on the sign-up sheet when posted.

Consistent with current practice, the City agrees to establish and maintain policies and procedures which equitably distribute the opportunity for such overtime to all interested employees. Employees who are off duty, but working a voluntary assignment, as discussed above, shall not be recalled to regular duty except in emergency situations.

- This agreement shall be effective upon full execution and resolves the Grievance filed by the Bellingham Police Guild on April 2, 2025.
- This agreement will not expire and the parties agree to incorporate the language as written above into any successor Collective Bargaining Agreement.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025 for **Bellingham Police**

**Guild:**

\_\_\_\_\_  
President

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025 for the **CITY OF**

**BELLINGHAM:**

\_\_\_\_\_  
Mayor

**ATTEST:** \_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Human Resources

\_\_\_\_\_  
Chief of Police

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Office of the City Attorney