

JOINT MEMORANDUM OF UNDERSTANDING

Between
City of Bellingham
And
Bellingham Police Guild
And
Fraternal Order of Police

LIEUTENANT VOLUNTARY OVERTIME

I. PURPOSE: This Memorandum of Understanding (MOU) outlines the mutual understanding between the parties regarding the ability for members of the Fraternal Order of Police (FOP) bargaining unit to voluntarily work unfilled overtime subject to the conditions outlined below.

II. NO PRECEDENT: This agreement is established in response to unique staffing circumstances presently existing in the Bellingham Police Department. This agreement is not intended to set a precedent for similar circumstances in the future.

III. SCOPE: This agreement applies to members of the Fraternal Order of Police (FOP) bargaining unit.

IV. AGREEMENT:

WHEREAS, the Bellingham Police Department has requests for outside overtime that currently go unfilled; and,

WHEREAS, the parties have a joint interest serving the community and other entities by providing officers on overtime when requested for events, details, and other needs,

NOW, THEREFORE, the parties agree that:

- FOP members will be eligible for unfilled Outside Employment overtime opportunities, provided the overtime opportunity has first been made available to eligible Police Guild members and has not been filled as of 24 hours prior to the start of the overtime opportunity, or has been posted for at least (10) days. If an FOP member signs up for an unfilled outside employment overtime slot, a Guild member can “bump” or displace the FOP member for this overtime up to 12 hours prior to the start of the overtime, at which time the FOP member cannot be displaced.
- For the purposes of this agreement, Outside Employment is defined as those overtime opportunities which would fall under the Voluntary Duty provisions of Article 4.2 of the Bellingham Police Guild collective bargaining agreement, as well as community and other special events, SCORE transports and camp cleanup security details.

- FOP members will be compensated at the rate of 1.5 times their base salary as defined in Appendix A, converted to an hourly rate of pay, for voluntary overtime hours worked. Longevity and education incentives will not be included.
- FOP members may not sign up for overtime during their normally scheduled work hours (typically 0700-1700 Monday-Friday) or when they are assigned to work as a Lieutenant outside normal business hours. This includes DSO assignment, unless a replacement DSO is arranged in advance. Normally scheduled work hours may only be minimally changed (by less than two hours on either side) for the purpose of signing up for overtime. Should work hours be adjusted the Lieutenant shall notify their respective Deputy Chief.
- Voluntary overtime may not negatively impact a member’s ability to perform and complete work in the Lieutenant role. If, at any time, overtime conflicts with the Lieutenant’s primary work duties or overall performance, the Department reserves the right to cancel or limit overtime opportunities.
- The duties performed by FOP members as outlined in this agreement will remain Bellingham Police Guild work to be temporarily performed by FOP members.
- The terms of this agreement will automatically sunset on ~~7-31-2025~~ 02/28/26 unless both parties mutually agree to extend it beyond this date.

EXECUTED, this _____ day of _____, ~~2024~~ 2026 for Bellingham Police Guild:

 President

EXECUTED, this _____ day of _____, ~~2024~~ 2026 for Fraternal Order of Police:

 Bellingham Chairperson

Dated this _____ day of _____, ~~2024~~ 2026 for the City of Bellingham:

 Mayor

ATTEST: _____
Finance Director

Chief of Police

Human Resources Director

APPROVED AS TO FORM:

Officer of the City Attorney