



MEMORANDUM OF UNDERSTANDING

Between

City Of Bellingham

AFSCME Local 114

Museum Staffing Transition

- I. **PURPOSE:** This Memorandum of Understanding outlines transition of Museum staffing from a model of part City of Bellingham employees and part Museum Foundation employees, to a model of all staffing with the Museum Foundation.

- II. **SCOPE:** This agreement covers all current AFSCME 114 Museum employees and is limited to: Rebecca Coleman, Jeff Jewell, David Miller and Todd Warger.

- III. **AGREEMENT:**

WHEREAS, AFSCME 114 and the City of Bellingham both desire to maintain employment opportunities for Museum employees impacted by the transition to a full public-private partnership for Museum operations;

WHEREAS, the City of Bellingham is targeting the transition for January 1, 2023 to coincide with the beginning of the 2023/2024 biennial budget and would cease City of Bellingham employment of Museum staff at 11:59PM December 31, 2022;

NOW, THEREFORE, the parties agree regarding employees that:

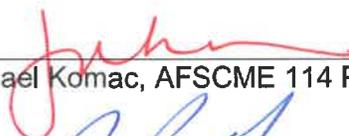
- The preferred method of reducing AFSCME employees at the Museum is through natural attrition.
- The City will be opportunistic about placing AFSCME employees voluntarily into different departments throughout the City as similar opportunities and vacancies occur. Examples: Offering to place the OA3 incumbent in a vacant OA3 position with another department or place the Security Attendants at the Library as vacancies occur. These opportunities may be in positions classified on the same, higher or lower pay scale. Because these moves would be voluntary, wage placement will be in accordance with the pay placement guidelines unless an alternative agreement is reached in advance.
- AFSCME employees may competitively apply for positions of interest, just as they can now.

- Employees remaining with the Museum on the transition date will be placed in other positions around the City. Every effort will be made to place them in jobs that are a relative match to current roles and skills, but exact matches will not exist. Employees placed in a lower classified position will have their wages red circled until their new wage catches up to their existing wage.
- Employees may take voluntary layoffs on the transition date if they do not desire to continue employment in their newly assigned position.
- Employees may receive offers of employment from the Museum Foundation at any time during this period. Employees are encouraged to evaluate any offer from the Museum Foundation to determine what works best for their own situations.
- Human Resources will remain available to assist employees in assessing individual skills (which may include testing) and experience to evaluate additional job opportunities within the City.

NOW, THEREFORE, the parties agree regarding vacancies that occur from employees leaving the Museum:

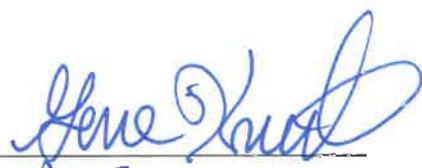
- AFSCME classified vacancies that occur at the Museum during the life of this MOU, will not be filled by City employees. The work may be assigned to Foundation employees to cover some or all of the scope of duties.
- Prior to January 1, 2023, the use of Foundation employees will not result in a loss of hours for existing AFSCME Museum employees.
- MOU's and LOA's regarding specific employees or groups of employees at the Museum will be honored as outlined in the applicable MOU or LOA.

DATED this 23rd day of July, 2019 for **AFSCME 114**:


 Jael Komac, AFSCME 114 President


 Pat Thompson, AFSCME 114 Staff Rep

DATED this 29th day of July, 2019 for the **CITY OF BELLINGHAM**:


 Mayor *Pro Tempore*

ATTEST:

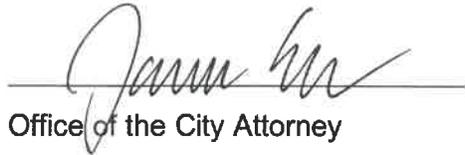


Finance Director
Budget Manager for Finance Director



Human Resources Services Manager

APPROVED AS TO FORM:



Office of the City Attorney