

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 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 incentive 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 will not be changed for the purpose of signing up for overtime.
- 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.
- When a FOP member signs up for an overtime opportunity, they must provide notification to the Deputy Chief in their chain of command.
- 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 12/31/24 unless both parties mutually agree to extend it beyond this date.

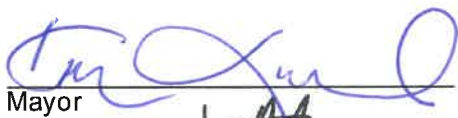
EXECUTED, this 17 day of MAY, 2024 for **Bellingham Police Guild:**


President

EXECUTED, this 20 day of May, 2024 for **Fraternal Order of Police:**


Bellingham Chairperson

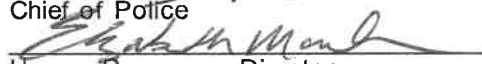
DATED this 25th day of May, 2024 for the **CITY OF BELLINGHAM:**


Mayor

ATTEST:


Finance Director


Chief of Police


Human Resources Director

APPROVED AS TO FORM:


Office of the City Attorney