

AUG 26 2020

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

Modification of Vacation Scheduling Provisions

I. PURPOSE:

This Memorandum of Understanding (MOU) outlines changes to the terms of Article 25-Vacations to include comprehensive guidelines for scheduling accrued vacation and holiday leave.

II. SCOPE:

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

III. AGREEMENT:

WHEREAS, it has been recognized by both the Bellingham Police Guild and Administration of the Bellingham Police Department that existing language in Article 25.4 no longer accurately reflects current practice; and

WHEREAS, the Department and Guild have a mutual interest in providing clarity and consistency to Guild members in exercising their right to schedule vacation and holiday leave; and

WHEREAS, the Department and Guild have a mutual interest in ensuring the Department maintains adequate shift coverage;

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:

25.4 Patrol Personnel ~~Officer~~ Vacation Bidding

(a) For the purposes of this section, patrol personnel shall include Patrol Officers, Crime Scene Investigators, Corporals and Patrol Sergeants.

(b) By October 1 of each year, a vacation chart shall be posted by the Department for the following year. The vacation chart must be completed by November 30th.

- i. Patrol personnel ~~officers~~ shall bid for vacation periods and days in lieu of holidays as follows: Each individual, in seniority order by classification, shall select their first 12 weeks of vacation time in a block.
- ii. No more than 86 patrol personnel ~~officers~~ may bid for the same vacation period.

- iii. No more than two patrol personnel per shift on each team may be on bid vacation during any 5 day work period. Normal days off between 5 day work periods may overlap.
 - iv. Only one Sergeant, Corporal or Crime Scene Investigator from each shift may be on bid vacation at the same time.
 - v. Following the first vacation selection, additional bidding rounds ~~a similar bid selection~~ shall be held for individuals entitled to more than ~~12~~ weeks and a third and fourth bid round, if necessary, ~~for those entitled to more than 4 weeks~~ shall be held. It is understood that subsequent bids shall not displace selections made during prior bidding ~~rounds~~ periods. Subsequent bids may be scheduled adjacent to previous bids if the space is unfilled during subsequent bidding. ~~Only 2 patrol officers from each shift may be on vacation at the same time.~~
 - vi. ~~Effective in 1999, scheduled Bid~~ vacation will be scheduled to coincide with an employee's scheduled days off. ~~Should the City thereafter conclude that this change is not desirable, it may revert to the former scheduling practice after a period of 30 days' notice to the Guild, during which time the parties will meet and confer concerning other scheduling systems. SRO officers will not be included in the patrol officer bidding list. The administration agrees to review operational requirements at least annually to see if the number of persons allowed off on vacation at any one time by this paragraph can be increased.~~
 - vii. For the purposes of this section, "team" is defined as a group of employees scheduled to work during the same five day work period such as the "gold team" or "blue team". "Shift" is defined as a group of employees scheduled to begin and end work at the same time on any given day such as the 1020-2100 shift.
- ~~(b) Officers in Grade 30 and Grade 31 shall select vacations by work units based on seniority in grade and unit with Grade 31 bidding first. **Crime Scene Investigator Vacation Bidding:** Shift investigators will bid vacation by job class within the team.~~
- ~~(c) Patrol Sergeants, Corporals and Crime Scene Investigators shall bid vacation by shift in rounds with the Sergeant bidding first, followed by Corporal then Crime Scene Investigator. determine their vacation schedule by supervisory team. In the event of a dispute, selection shall be by grade, and seniority in grade. Sergeants not assigned to patrol will bid separately from patrol sergeants.~~
- ~~(d) Patrol Officers shall bid vacation after Sergeants, Corporals and Crime Scene Investigators have completed their vacation bid. Employees who elect to not bid for all their accrued time may schedule up to 4 days at a later date, but will not displace vacation leave bid from the initial process.~~
- 25.5 Officers in Grade 29 who are not assigned to patrol shall bid vacations by shift based on seniority in the Patrol Officer classification.
- 25.6 Officers in Grade 30 and Grade 31 who are not assigned to patrol shall bid vacations by work units based on seniority in classification with Grade 31 bidding first. Vacation bidding will begin by October 1st and be completed by November 30th of each year.
- (a) Evidence and ID Officers: only one Grade 31 Evidence and ID Officer may be on vacation at the same time.

(b) Traffic Officers: requests for time off, including bid and unbid vacation and holiday time, may not result in fewer than two Traffic Officers on duty at any given time Monday through Friday. The Traffic Sergeant shall not count as one of the two Traffic Officers on duty.

(c) Detectives: requests for time off, including bid and unbid vacation and holiday time, may not result in fewer than three detectives on duty at any given time Monday through Friday. There must be at least one detective on duty in major crimes and one detective on duty in SVU, the third detective on duty may be from either unit. This shall not apply on City holidays when the department is closed to the public in observance of the holiday. If a detective requests time off when they are scheduled to be on-call, they must find a replacement on-call detective before the time off request will be approved. Should investigations fall below 10 filled detective positions, requests for time off may not result in fewer than two detectives on duty at any given time.

25.7 Sergeants who are not assigned to patrol shall bid vacations by work units based on seniority in classification.

25.8 Unbid Vacation; after the bid vacation schedule has been finalized, additional vacation requests may be made for days where the bid vacation limits for the applicable work unit have not been reached. Unbid vacation will be approved on a first-come first-served basis contingent upon staffing availability and adequate shift coverage. If an unbid vacation request would result in time off in excess of the bid vacation limit for the applicable work unit or the shift falling below minimum staffing, the request will be denied. Unbid vacation requests will not be approved on hardship days defined in Article 11.2 or mandatory FRD's. The Department will not hire overtime to fill unbid vacation requests. Patrol Sergeants and Corporals assigned to the same shift on each team may not be off on vacation on the same day. Once approved, unbid vacation requests will count toward bid vacation limits for the applicable work unit. These provisions apply to both (a) and (b) below:

(a) Employees who elect to not bid for all their accrued time may schedule up to 4 protected days at a later date, but will not displace leave bid from the initial process. Once approved, up to 4 protected unbid vacation days will not be canceled by the Department. Employees must designate protected days when making the request.

(b) Any unbid vacation requests made beyond the 4 protected days per calendar year will not be granted until 14 calendar days prior to the requested time off and are subject to the provisions outlined in 25.8 above. Any approved un-bid vacation requests may be canceled or denied if the operational needs of the department change prior to the requested day off.

25.9(e) Vacation requested for a period of longer than 30 calendar days (inclusive of compensatory time off) must be approved by the Chief of Police.

25.10 Personnel recalled to duty during vacation shall be compensated as provided in Section B of Article 4.

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25.116 The City agrees to make a good faith effort to schedule cases with the courts so that it will not be necessary for employees to be recalled while on vacation. To assist the Department in its scheduling efforts, each employee shall immediately report receipt of any subpoena to his/her supervisor. The City reserves the right to reschedule vacation, if reasonably necessary, prior to the time the employee commences his/her vacation. In those situations where it is necessary for an employee to return to duty while on vacation for a court appearance, reimbursement of expenses shall be made by the City if the employee has left for vacation prior to being notified of the recall, or to the extent that non-refundable costs have been incurred. Page 29

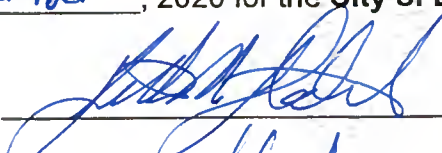
25.127 Holiday time and ~~compensatory time in lieu of over time~~ shall be scheduled in the same manner as vacations as outlined above. Compensatory time in lieu of overtime shall be scheduled as outlined in Article 11.

- The parties agree to abide by the provisions of this agreement effective immediately upon execution for the purposes of bidding or requesting/approving vacation or holiday leave to be taken at any time in 2021.
- All other provisions of this agreement will be effective January 1, 2021.
- This agreement will not expire and the parties agree to incorporate the language as written above into any successor Collective Bargaining Agreement.

EXECUTED, this 26 day of August, 2020 for the **Bellingham Police Guild:**


April Mitchelson, President

EXECUTED, this 4 day of September, 2020 for the **City of Bellingham**


Mayor

ATTEST: 
Finance Director

DEPARTMENTAL APPROVAL:

ACTING Police Chief

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**Human Resources Services
Manager**

APPROVED AS TO FORM:


Bellingham City Attorney