



MEMORANDUM OF UNDERSTANDING

between

**City of Bellingham
and
Bellingham Police Guild**

Temporary Crime Scene Investigator Assignment

- I. **PURPOSE:** This Memorandum of Understanding sets forth the terms and conditions of temporary Crime Scene Investigator assignments.
- II. **NO PRECEDENT:** This agreement is established in response to unique circumstances presently existing in the Bellingham Police Department. This agreement is not intended to set precedent for like circumstances in the future.
- III. **SCOPE:** This agreement applies only to temporary Crime Scene Investigator assignments through January 5, 2022.
- IV. **AGREEMENT:**

WHEREAS, the Bellingham Police Department has a need to make up to two temporary Crime Scene Investigator assignments;

WHEREAS, the parties acknowledge that Article 8.1 (c) of the Bellingham Police Guild Collective Bargaining Agreement states "An employee may be temporarily assigned at the discretion of the Chief to a higher position or rank. Provided, said assignment shall not exceed 6 months and such assignment shall not be made to a vacant position...such assignments shall be for training purposes and the employee shall not receive higher pay during the period of assignment unless the assignment is to Detective or Traffic Officer.";

WHEREAS, there is not currently a vacant Crime Scene Investigator position;

WHEREAS, both the department and temporarily assigned employee(s) derive value from temporary assignments;

NOW, THEREFORE, the parties agree that:

- Both parties would mutually benefit from temporarily modifying the provision outlined in Article 8.1 (c) to allow for out of class pay and extension of the duration of the assignment beyond six months, and
- The Grade 29 officer(s) selected for a temporary CSI assignment will receive 3% out of class pay for the duration of the assignment, and

- Selection for the temporary assignment(s) will be made by the Chief of Police from a list of interested, qualified employees. Employees will be considered qualified if they meet the experience and training requirements for the Crime Scene Investigator position, and
- Temporary Crime Scene Investigators will be placed on the appropriate shift based on the staffing needs of the Department and to provide even CSI coverage on each team, and
- The duration of the temporary assignment will be at the discretion of the Chief of Police, but will not extend beyond January 5, 2022 unless there is mutual agreement by the parties to extend, and
- The City will honor previously bid vacation and previously approved, protected unbid vacation for employees selected for a temporary CSI assignment. All other vacation requests will be subject to the provisions of the MOU governing vacation scheduling. Officers serving in a temporary CSI assignment will be subject to the same vacation scheduling rules as regular Crime Scene Investigators for the duration of the temporary assignment.
- The City reserves the right to discontinue this agreement immediately in the event of a reduction in force or other significant loss of staffing that impacts the Bellingham Police Department.
- This memorandum cancels and replaces the previous memorandum of understanding between the parties establishing the terms and conditions of temporary Crime Scene Investigator Assignments.
- This memorandum will be effective upon full execution by both parties and will expire January 5, 2022, unless there is mutual agreement by the parties to extend.


DATED this 8 day of MARCH, 2021 for **The Bellingham Police Guild:**


 April Mitchelson, President

DATED this 15th day of March, 2021 for the **CITY OF BELLINGHAM:**


 Mayor

ATTEST: 
 Finance Director

APPROVED AS TO FORM:

 Office of the City Attorney

DEPARTMENTAL APPROVAL:

 Chief of Police

PAI

Deputy Administrator