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## MEMORANDUM OF UNDERSTANDING

Between

City Of Bellingham

and

Bellingham Police Guild

### Vacation Scheduling Provisions for 2022

- I. **PURPOSE:** This Memorandum of Understanding sets forth the guidelines of an agreement concerning vacation scheduling for 2022.
- 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 covers members of the Bellingham Police Guild.
- IV. **AGREEMENT:**

WHEREAS, the City of Bellingham and Bellingham Police Guild executed an agreement in 2020 to modify the vacation scheduling provisions of Article 25 of the Collective Bargaining Agreement between the parties;

WHEREAS, the City of Bellingham and Bellingham Police Guild agreed to incorporate the above referenced agreement into any successor CBA;

WHEREAS, due to current staffing there will be a reallocation of personnel resources for 2022 which includes temporarily suspending the traffic and outreach units as well as the district resource officer, training officer and computer analyst assignments in order to provide for additional staffing on patrol;

WHEREAS, the reallocation of personnel resources requires a temporary change to some of the terms and conditions outlined in the Modification of Vacation Scheduling Provisions agreement.

NOW, THEREFORE, the parties agree that:

- The MOU titled "Modification of Vacation Scheduling Provisions" shall be temporarily modified as shown below in red for 2022 only. This temporary

agreement will not modify the existing agreement between the parties to incorporate the original terms of that MOU into any successor CBA.

(a) For the purposes of this section, patrol personnel shall include Patrol Officers, Crime Scene Investigators, Traffic Officers, 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 shall bid for vacation periods and days in lieu of holidays as follows: Each individual, in seniority order by classification, shall select their first 1 week of vacation time in a block.
- ii. No more than 8 patrol personnel 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 or, Corporal, or Crime Scene Investigator or Traffic Officer bidding together from each shift may be on bid vacation at the same time.
- v. Following the first vacation selection, additional bidding rounds shall be held for individuals entitled to more than 1 weeks and a third and fourth bid round, if necessary, shall be held. It is understood that subsequent bids shall not displace selections made during prior bidding rounds. Subsequent bids may be scheduled adjacent to previous bids if the space is unfilled during subsequent bidding.
- vi. Bid vacation will be scheduled to coincide with an employee's scheduled days off. 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.

(c) Patrol Sergeants, Corporals and Crime Scene Investigators or Traffic Officers shall bid vacation by shift in rounds with the Sergeant bidding first, followed by Corporal then Crime Scene Investigator or Traffic Officer. If there is more than one grade 30 position assigned to a shift, the grade 30 officer with greater seniority in a grade 30 classification will bid with the Sergeant and Corporal. The less senior grade 30 officer assigned to the shift will bid with Patrol Officers.

(d) Patrol Officers shall bid vacation after Sergeants, Corporals and Crime Scene Investigators or Traffic Officers have completed their vacation bid. If there is more than one grade 30 officer assigned to a shift, the grade 30 officer with less seniority in a grade 30 classification will bid with Patrol Officers. The grade 30 officer will bid first followed by officers in grade 29 in order of seniority in the Patrol Officer classification.

**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 1<sup>st</sup> and be completed by November 30<sup>th</sup> 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.~~

**(be) 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 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.

25.11 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

25.12 Holiday 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 2022.
- This agreement will expire on December 31, 2022.

DATED this 25<sup>th</sup> day of Oct, 2021 for **Bellingham Police Guild:**

  
\_\_\_\_\_  
President

DATED this 1 day of November, 2021 for the **CITY OF BELLINGHAM:**

  
\_\_\_\_\_  
Mayor

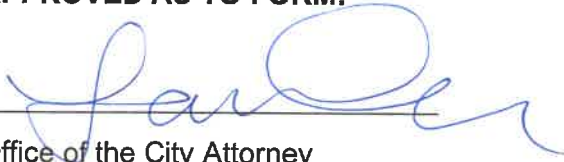
ATTEST:   
\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
Human Resources Director



Chief of Police

**APPROVED AS TO FORM:**



Office of the City Attorney