



MEMORANDUM OF UNDERSTANDING

Between

City Of Bellingham

And

What-Comm Dispatchers Guild

What-Comm Vacation Cancellation, Modification, Reinstatement Procedure

- I. **PURPOSE:** This Memorandum of Understanding outlines the mutual understanding between the parties regarding the terms and conditions for the What-Comm bargaining unit regarding cancellation, modification, and re-instatement of bid vacation.

BACKGROUND: The parties worked collaboratively during the collective bargaining process to end the past practice of canceling bid vacation and subsequently requesting the same time off under a different leave code. After the conclusion of bargaining, it was determined that both parties would mutually benefit from allowing some flexibility in canceling, modifying or reinstating bid vacation.

- II. **SCOPE:** This Memorandum of Understanding covers all What-Comm Guild employees.

- III. **AGREEMENT OF THE PARTIES:** The following provisions are intended to document the revised terms, conditions, and procedure for What-Comm Guild employees requesting cancellation, modification or reinstatement of bid vacation time.

A. What-Comm Guild employees may cancel all or any portion of vacation which was bid in the yearly shift bid. Such cancellation shall be made in writing to a supervisor.

B. A What-Comm Guild employee who has previously canceled bid vacation may request to re-instate all or any portion (in hourly increments) of the time originally canceled by the employee. Such requests shall be made in writing to a Supervisor.

Upon receipt of the written request the Supervisor shall determine the following:

1. Requests to re-instate canceled bid vacation will be granted so long as A) the request is made in writing to a Supervisor more than 14 days prior to the commencement of said vacation, and B) no other employee has requested unbid time off for the same time period. If A and B are satisfied, the time will

be re-posted on the required overtime board as protected, mandatable time. Required Board overtime is compensated at the appropriate rate of pay as outlined in Article 12.3A.

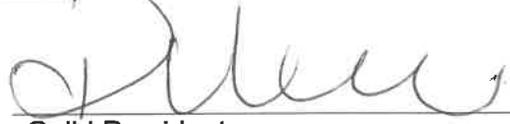
2. If either A or B in section 1 are not satisfied, the employee may request the time off as un-bid vacation following the unbid time off request procedure in Article 11.9 of the CBA.. This time is neither protected, nor mandatable. Employees may not request to use compensatory time or floating holiday during the same time period as cancelled bid vacation.
 - a. Under rare circumstances and upon the employee's written request, The Deputy Director has sole discretion to allow an employee that was required to cancel bid vacation due to an insufficient vacation leave balance to post for comp time or floating holiday coverage for the same dates.

C. What-Comm Guild employees may, but are not required to, include their 3 Floating Holidays in their annual vacation bid. If an employee chooses to include any or all of their 3 Floating Holidays in their annual vacation bid, they will be bid as if they were accrued vacation days and the time off will be protected as if they were annual bid vacation days. A bid Floating Holiday will be considered leave under the Required Board (12.3a) and any resulting overtime shall be paid at the employee's applicable rate of pay, which may be up to double time and a half. Floating Holidays must be bid in 8-hour increments. Job Share Employees may bid one 4 hour Floating Holiday block provided they bid the remainder of that scheduled work day with annual vacation.

D. For remainder of calendar year 2018, What-Comm Guild employees may exchange Floating Holidays for already bid vacation. Notification of the exchange shall be made by email to the Dispatch Supervisors and Deputy Director. For 2019, What-Comm Guild employees may update the current vacation bid document to include any or all of their 3 Floating Holidays in their annual vacation bid for 2019. The update must occur prior to January 1, 2019.

IV. EFFECTIVE DATE: This memorandum will be effective upon ratification by both parties and will remain in effect until different terms are bargained either as part of collective bargaining or another MOU.

DATED this 31 day of OCTOBER, 2018 for What-Comm Dispatchers Guild:



Guild President

DATED this 8 day of November, 2018 for **Bellingham Police Department:**



David Dol, Bellingham Police Chief

DATED this 13th day of November, 2018 for the **CITY OF BELLINGHAM:**



Mayor

ATTEST:

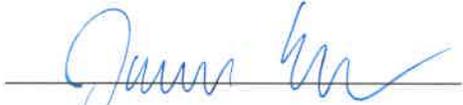


Finance Director



Human Resources Service Manager

APPROVED AS TO FORM:



Office of the City Attorney

