MEMORANDUM OF UNDERSTANDING

Between

City Of Bellingham

And The What-COMM Dispatchers Guild

Incorporating Dispatch Supervisors into the Successor Agreement

I. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) is to incorporate Dispatch Supervisors represented by What-COMM Dispatchers Guild into the Collective Bargaining Agreement ("Agreement"), effective January 1, 2023, through December 31, 2024.

II. **SCOPE:** This MOU covers all Dispatch Supervisors represented by What-COMM Dispatchers Guild.

III. **AGREEMENT:**

A. WHEREAS, What-COMM Dispatchers Guild represents all employees and supervisors of the What-Comm emergency dispatch operation performing dispatching duties ("Bargaining Unit"); and

B. WHEREAS, What-Comm Supervisory Guild filed a representation petition ("Petition") dated November 1, 2022, to the Washington Public Employment Relations Commission (PERC). The Petition covers Dispatch Supervisors ("Petitioned-For Employees") currently represented by What-COMM Dispatchers Guild; and

C. WHEREAS, While the Petition was pending, the City and What-COMM Dispatchers Guild were legally restricted from bargaining the employment terms for the Petitioned-For Employees; and

D. WHEREAS, On October 11, 2023, PERC issued Decision no. 13727 (PECB, 2023) (Case no. 136006-E-22), determining What-COMM Dispatchers Guild remains the exclusive bargaining representative of the Petitioned-For Employees; and

E. WHEREAS, The City of Bellingham and What-COMM Dispatchers Guild entered into the Agreement covering all bargaining unit employees except the Petitioned-For Employees (pending the outcome of the Petition referenced in Paragraphs B through D); and

F. WHEREAS, Now that PERC has determined What-COMM Dispatchers Guild is the exclusive bargaining representative for the Petitioned-For Employees, the parties wish to adopt all the Agreement's terms for these employees.

NOW, THEREFORE, the parties agree that:

- The terms of the MOU (Attachment A) apply to all Petitioned-For Employees on this MOU's full execution with modifications as outlined in Attachment B, which will be incorporated into the Agreement.

- The City will apply the 2023 wage adjustment of 7% and 2024 wage adjustment of 4% provided in Appendix A of the MOU to the Petitioned-For Employees as provided below:

    - The City shall calculate retroactive pay by applying the wage adjustment to each Petitioned-For Employee's total gross wages less any medical opt-out incentive and bonus payments.
    - Wages are subject to payroll withholdings and deductions.
    - Retroactive payments will only be issued for Petitioned-For Employees on the City's payroll at the MOU's full execution date.
    - In recognition of their continued service in an essential role, each Petitioned-For Employee who did not previously receive the retention bonus paid to Dispatchers on December 24, 2022 will receive a retention bonus in the amount of $5,000 the first pay period following full execution of this MOU.
    - Compensation for supervisors for the 2023 Juneteenth contract holiday, including the holiday overtime rate if applicable.
    - The terms of the Staffing Bonus LOA will be in effect from February 1, 2024 through April 30, 2024, for Supervisors only. Supervisors meeting the LOA's conditions are eligible for bonus pay.
    - The terms of the Vacation Buyback LOA will be in effect from February 1, 2024 through April 30, 2024, for Supervisors only. Supervisors meeting the LOA's conditions are eligible for the benefits provided in the LOA.
    - The terms of the Vacation Cash Out LOA will be in effect from February 1, 2024 through April 30, 2024, for Supervisors only. Supervisors meeting the LOA's conditions are eligible for the benefits provided in the LOA.

EXECUTED, this 1st day of Feb, 2024 for **What-COMM Dispatchers Guild:**

Kathleen Mitchell
President

DATED this 9th day of February, 2024 for the **CITY OF BELLINGHAM:**

Mayor

ATTEST: _____
Finance Director

APPROVED AS TO FORM:

_____
Office of the City Attorney

_____
Human Resources Director

_____
Chief of Police

Attachment A

(insert 2023-2024 CBA)

Attachment B

ARTICLE 8: MASTER DISPATCHER PROGRAM

The Master Dispatcher Program recognizes and rewards those experienced dispatchers who ensure excellent service for our agencies by taking responsibility for the operation and operational improvements of our Center. These Master Dispatchers act as leaders, mentors, coaches, and role models for other dispatchers.

Qualifications:

Minimum of seven (7) years' service at What-Comm as a Public Safety Dispatcher;

Maintain current Criminal Justice Telecommunicator (CJTC) T1 and T2 certification;

No sustained disciplinary action (written warning or above) during the two years prior to application;

Last two annual evaluations may not contain a "needs improvement" rating in any category.
~~Meets current qualifications for Assigned Lead Worker, pursuant to Lead Worker Duties Policy - Appendix C~~

Application Process:

Applications for Master Dispatcher may be submitted at any time that a dispatcher meets the criteria. Those dispatchers who meet the initial qualifications and wish to be considered for Master Dispatcher will submit a letter of interest. The letter is to include a list of qualifications specific to the requirements of the position, provide dates and examples when applicable. All letters will be reviewed by the Deputy Director for verification of eligibility. The Deputy Director will respond to the dispatcher in no more than fifteen (15) days. If the application is denied by the Deputy Director, written notice shall be provided to the dispatcher stating the reasons for the denial.

Maintenance of Master Dispatcher Status:

All appointments to Master Dispatcher shall be made for a minimum of twelve (12) months, provided qualifications are maintained. In the twelfth (12^{th}) month the Master Dispatcher shall submit a completed Master Dispatcher recertification form to ensure that the ongoing requirements for Master Dispatcher have been met. The ongoing requirements to retain Master Dispatcher status shall include:

A. No sustained disciplinary action (written warning or above) during the two years prior to application for recertification;

B. Last two annual evaluations may not contain a "needs improvement" rating in any category~~Meets current qualifications for Assigned Lead Worker~~;
C. Willing to act as Assigned Lead Worker, except when training as Communications Training Officer.

In addition, must have completed at least one (1) of the following:

A. Serve and actively participates on any special committee or cross-functional team;
B. Participate in external training for user agencies and/or public;
C. Perform one (1) service improvement project;

If recertification of the Master Dispatcher is not achieved, the dispatcher will return to their~~his or her~~ previous status. The dispatcher will be eligible to re-apply for the program after a minimum of twelve (12) months and completion of Master Dispatcher requirements.

Master Dispatchers will be evaluated by the Deputy Director every six (6) months.

Sustained disciplinary action (written warning or above) at any time will result in the loss of Master Dispatcher status and associated premium pay. The dispatcher may re-apply for Master Dispatcher status two years after the disciplinary action was issued and they have met all other Master Dispatcher qualifications.

Definitions:

External Training – External training for user agencies and/or the public shall include (but not be limited to) the following: Conducting public education displays at special events, participation in instructing the dispatch portion of the BPD or WCSO citizen's academy, and outreach training with user agency personnel. Such training must~~has to~~ be pre-approved by the What-Comm Deputy Director.

Service Improvement Projects – Any improvement that increases the effectiveness and efficiency of the dispatch center. Service improvements can include (but not be limited to) the updating of resource materials at the consoles (lists, maps, resource manuals), creation of check lists/forms, upgrading of CAD information, organizing/inventorying work stations, ~~-~~and/or assisting with development or revamping of policy/procedures. Projects shall have a written plan of action documenting agreed upon objectives between the dispatcher and What-Comm Deputy Director.

ARTICLE 27: Supervisors and Lead Workers

27.1 Supervisors.

A. Work Schedule. Supervisors shall work a regularly scheduled shift of 40-hours per week. Supervisors will meet with the Deputy Director in August of each year and work collaboratively to determine a shift rotation schedule, including days off and hours of work, which meet the needs of the center. When determining shift rotation schedules and days off, at least one~~two~~

supervisors will be regularly scheduled to work on Saturdays and at least one supervisor will be regularly scheduled to work on Sundays. Supervisors may work up to 10 months per year on the same shift (e.g. "day", "swing", or "graveyard"), they must change to at least one different two-month shift during the course of a calendar year. Final shift assignments and scheduling decisions will be made by the Deputy Director. Supervisor schedules will be completed prior to posting of the shift bid for Dispatchers in September. Probationary Supervisor shift schedules will be assigned by the Deputy Director.

Supervisor schedules set in August will be permitted to reflect the absence of a supervisor on Saturday and/or Sunday if there is one or more vacant supervisor positions provided that supervisors will be forced to adjust their schedules if the open positions are not filled in time for probationary supervisors to be assigned to work on the vacant Saturday and/or Sunday shifts.

B. Shift Differential. Supervisors will be eligible to receive shift differential pay as provided in Article 28.2.

C. Special Assignment and Premium Pay. Supervisors will be eligible for the Master Dispatcher premium and the Certification premium as provided in Article 28.4. Supervisors will not be eligible for Lead Dispatcher or Communication Training Officer assignment pay.

D. Vacation. Supervisors will bid vacation, in order of seniority, within the Supervisory team. Supervisor vacation bid is independent from and will occur separately from the Dispatcher vacation bid, but does not need to be completed prior to the Dispatcher shift and vacation bid. The Supervisor vacation bid shall follow the same established rules for vacation bidding under Article 14.4. Supervisors will not follow Article 14.4 in terms of shift bidding. Beginning on January 1, 2025, Oonly one Supervisor will be allowed off for bid vacation per calendar day, during the same block of time. except as provided in Section I of this Article. Both a Supervisor and a Dispatcher may be on Bid vacation at the same time.

E. Time off Requests. All requests for time off (other than bid vacation) will be made to the Deputy Director. The Deputy Director will approve or deny requests according to the needs of the center. Article 11.9 of this Agreement will not apply to Supervisors.

F. Mandatory Supervisor Meetings. Involuntary Recall to Duty per Article 13.4-5 of this Agreement will not apply to supervisor meetings that have been scheduled at least 7 days in advance. Supervisors will be paid the double time rate for meetings scheduled on a Supervisor's last day off per Article 12.5.

G. Committee Participation. Supervisors may be asked by management to participate in various committees. Time spent participating in or attending committees that falls outside a supervisor's normal work schedule will be paid at the rate of 1.5 times their regular rate of pay.

H. Dispatching Duties. Supervisors will perform dispatching duties as needed on a day-to-day basis. Supervisors will work a minimum number of hours per quarter on a radio console as determined by the Deputy Director in order to maintain skills. Supervisors will also be part of the mandatory overtime pool to cover staffing shortages. Overtime will be mandated according to the What-Comm Procedure for Mandating Overtime. Supervisors will be exempt from mandatory overtime that conflicts with pre-scheduled, required meetings and tasks unless otherwise directed by the Deputy Director. Supervisors shall be eligible to sign up for all voluntary overtime per established rules in Article 12.7.

I. Training Supervisor. The training function will be performed by one of the four Supervisor positions.

Supervisors will generally rotate into the Training Supervisor position for a period of three years. At the discretion of the Deputy Director, the Training Supervisor may remain in the role longer than three years or rotate out of the role prior to the end of their three year term.

The Training Supervisor's regular schedule will typically be Monday-Friday from 0800-1600 with appropriate breaks and meal periods. The Training Supervisor will not participate in the vacation bid. Request for time off or to flex their regular schedule will be made to the Deputy Director.

J. Representative Status. The City recognizes the What-Comm Guild as the bargaining representative for the new Supervisor positions, provided that the City reserves the right to seek clarification from PERC in the future as to whether the Supervisors should be recognized as a supervisory unit.

27.2 Lead Workers.

A. Assigned Lead Worker Qualifications. Candidates for Assigned Lead Worker must meet the following criteria:

a. Must be a full time What-Comm employee.
b. Minimum of two years working at What-Comm as a Dispatcher II.
c. No disciplinary action ~~or sustained complaints~~ on their record for the two years prior to the shift.

Last two annual evaluations may not contain a "needs improvement" rating in any category.

B. Assigned Lead Worker Selection. Lead Workers will be assigned by the Deputy Director or their designee utilizing a list of qualified personnel. The list will be in order of seniority with the most senior qualified employee on the top of the list. Beginning at the top of the list, the Deputy Director will assign a Lead Worker for each shift (day shift, swing shift, and night shift). Once assigned, the employee's name will be moved to the bottom of the list. If a Lead Worker is unable or incapable of performing the Lead Worker duties, they will be replaced with the next qualified dispatcher on the list. If there is not an employee on shift who meets the Lead Worker qualifications, the Deputy Director will assign a Lead Worker at his/her discretion.

C. Acting Lead Worker Selection. If neither the Supervisor nor Lead Worker are on duty, the most senior employee regularly scheduled on shift will be assigned as an acting lead worker~~act as Lead Worker~~. If the most senior employee on shift is ineligible because they have served less than two years as a Dispatcher II or has been disqualified from consideration for Lead Worker due to sustained disciplinary action within the past two years, the next most senior employee on shift whether regularly scheduled or assigned on overtime will serve as an acting lead worker~~shift act as Lead Worker~~. Job share employees are permitted to serve as acting lead workers.

C. Lead Worker Duties. In the absence of a Supervisor, Lead Worker duties may include the following:

a. Check for staffing levels at the beginning of the shift and notify the Deputy Director of any staffing problems.
b. Hire overtime coverage as needed to cover last minute staffing shortages and as directed by the Deputy Director. Utilize the Mandatory Overtime Policy/Procedure as appropriate.
c. Update the schedule ~~board~~ and seating assignments~~chart~~ to reflect any changes in staffing. (e.g. sick leave, FMLA, vacation, training)
d. In the absence of a Supervisor and/or the Deputy Director, review last minute comp time requests made within 24 hours of the requested time off. Approve or deny time off requests in accordance with applicable rules.
e. Notify the Supervisory group~~your supervisor~~ and the Deputy Director via email of any complaints about services or other issues.
f. Notify the Deputy Director immediately of major equipment malfunctions (e.g. CAD crashes, telephone outages, etc.) and significant events that may impact What-Comm.
g. Work with CTO's and the Training Supervisor to facilitate training needs.
h. Note any significant incidents and/or equipment issues in the Lead Worker Report email~~incident log~~.

D. Lead Worker Pay. Lead Workers shall receive special assignment pay in the absence of a Supervisor. Lead Workers shall receive special assignment pay as provided in Article 28.3. If a Supervisor delegates Lead Worker duties to a qualified Dispatcher, they will be paid Lead Worker premium as provided in Article 28.3.

ARTICLE 28: WAGES

28.4 Premium Pay. The following premiums shall be paid to eligible employees:

Master Dispatcher Premium: The terms and conditions of the Master Dispatcher Program are set forth in Article 8. An employee who meets the qualifications therein shall receive a three percent (3%) premium over their ~~top step Dispatch 2~~ regular wage. When a Master Dispatcher performs the "Lead" or CTO functions they will receive a total of nine percent (9%) premium above their ~~top step Dispatch 2~~ regular wage for the hours they are serving as a Lead or CTO. There will be no stacking of the Master Dispatcher premium and other special assignment pay premiums, except as set forth herein.

APPENDIX A

CITY OF BELLINGHAM

2024

PLAN P

What-Comm Dispatchers Guild

(Effective January 1, 2024 3.0% COLA & 1.0% Market Adjustment)

Salary Grade A

Hourly Rate	$29.45

What-Comm Dispatcher in Training
What-Comm Dispatcher I (Call Receiver)

	Step 1	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*	*Step 7*	*Step 8*	*Step 9*
Salary Grade B								10 Years	20 Years
Hourly Rate	**$30.92**	**$31.85**	**$32.81**	**$33.79**	**$34.80**	**$35.84**	**$36.92**	**$37.66**	**$38.41**

What-Comm Dispatcher II

	Step 1	*Step 2*	*Step 3*	*Step 4*	*Step 5*			*Step 6*	*Step 7*
Salary Grade C								10 Years	20 Years
Hourly Rate	**$42.46**	**$43.72**	**$45.04**	**$46.39**	**$47.79**			**$48.47**	**$49.71**

What-Comm Dispatch Supervisor